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The Solicitors' Journal.

LONDON, MARCH 19, 1870.

WE ARE INFORMED that Vice-Chancellor Sir W. M. James has kindly consented to preside at the thirty-eighth anniversary dinner of the United Law Clerks' Society, on Friday, the 27th day of May next.

WHEN, ON THURSDAY NIGHT, the report of the Committee on the Naturalization Bill was brought up before the House of Lords, the Lord Chancellor proposed to strike out the whole of clause 8, which provided for the cancelling, under certain circumstances, of certificates of naturalisation or repatriation, and the proposal was agreed to. The omission of this clause, to which we objected (*ante*, p. 390), will strengthen the bill. A proviso suggested by Lord Westbury was also added to clause 3. (*Vide* our Parliamentary report.) This proviso substantially adopts the principle of the Royal Commission by providing machinery by which the child of an alien father, who from being born within the British dominions, is at common law a natural born subject, can become an alien. The Royal Commission, however, contemplated that this should be done by the act of the parent; whereas the bill gives the power to the child when of full age, but only if he became at his birth, and is at the time of the declaration, a subject of another state by the law of that state.

THE BILL NOW PENDING to facilitate the execution and acknowledgment of deeds of married women, after reciting in a long preamble the provisions of 3 & 4 Will. 4, c. 74, 17 & 18 Vict. c. 75, and 20 & 21 Vict. c. 57 as to acknowledgment, proceeds to repeal them *in toto* from 31st October next, except of course as to matters then begun and inchoate. In future the deeds are to be acknowledged before a judge of the Superior Courts at Westminster or any perpetual commissioner or commissioner to administer oaths in chancery or special commissioner, but the only formality necessary will be the endorsing of a memorandum upon the deed by the commissioner. The bill is rather clumsy, but the expense of taking acknowledgments required lessening.

SINCE THE LATE DECISION in *Laing* v. *Reed* (18 W. R. 76), the subject of advances made to building societies has engrossed considerable attention, especially as some building societies have been carrying on a heavy deposit account business. The recent decisions on the subject must effectually check such business, unless the high interest sometimes given should tempt depositors to lend where they have very small power of enforcing re-payment. We lately made some remarks on the decision of Vice-Chancellor Malins in the case of the Victoria Permanent Society of Birmingham. The subject has also received some elucidation by the decision of Lord Justice Giffard in the case of *Re National Permanent Benefit Building Society* (18 W. R. 388), in which his Lordship appeared to be of opinion that, in the absence of a special rule, it is *ultra vires* for a building society to borrow *at all* (which, as regards temporary accommodation, is a length to which we are hardly prepared to go). His Lordship further held that where money had been borrowed from depositors, the borrowing being *ultra vires*, the lenders were not entitled, as creditors, to a winding-up order, and he distinguished the *Cork and Youghal Railway Company's case* (18 W. R. 26), on the ground that the advances made to the building society were not applied in the discharge of any debts which had been recoverable from the society. He guarded himself from denying the right of the creditors to proceed by bill.

SOME OF OUR READERS will perhaps be interested in perusing the exact terms of the decision of the United States Supreme Court in the now celebrated "legal tender" case of *Hepburn* v. *Griswold*. In another column we print the judgment of the Court as delivered by Chief Justice Chase, abridged from an authentic report published in the *New York Daily Transcript*. The facts of the case are very short:—The Act of Congress of 25th February, 1862, authorised the issue of notes, and further enacted that such notes should be "lawful money and a legal tender in payment of all debts, public and private, within the United States," except import duties and interest due on bond or note to the United States. The Supreme Court, in their decision delivered by Chief Justice Chase, decide that though Congress might lawfully direct the issue of such notes, it was *ultra vires* the powers limited to Congress by the Constitution, to enact that such notes should be a legal tender in payment of debts existing at the date of the Act. The decision amounts in brief to this: (1) The "legal tender" enactment includes existing debts; and (2) that being so it is an "unreasonable" enactment.

The reasoning by which the first position is attained is as follows:—Strictly and literally the word "debts," as used in the Constitution, means existing debts (1 St. Cons. § 921), and no others: that construction, however, is obviously inapplicable, since the Act must *ex necessitate* be *at least prospective*; but it is conclusive against its not being retrospective. And the exception of interest and import duties points the same way. Lastly, when the bill was in debate it was never suggested that it did not extend to existing debts.

On the second question, whether the Act, when so construed, is *ultra vires*, the Court say as follows:—The legislative power of Congress is only that granted by the Constitution. The judiciary, in adjusting the rights of individuals *inter se*, only declares and enforces the law: it may, however, in discharge of this duty, be called upon to consult the Constitution and examine whether any law is or not consistent therewith. Acts are always presumed to be *intra vires* unless the contrary is clearly proved. If upon a fair construction the Act cannot be reconciled to the Constitution it must give way. But authority may be implied as well as express. Does this "legal tender" enactment fall within the auxiliary and incidental powers appertaining to the administration of the powers expressly granted? These implied powers were in the Constitution limited, not without apprehension, to mean powers "*bonâ fide* appropriate to" "a legitimate end." The power to make notes legal tender is distinct matter from and has no necessary connection with the power to issue them, and the Court consider that the constituting these notes such a legal tender was not an appropriate means to the carrying on of the war, and did not in fact render any service. They hold that the connection is too far-fetched. Further, they hold that to interfere to such an extent with rights under existing contracts is contrary to the spirit of the Constitution as evidenced by proceedings in the Convention which agreed upon the Constitution, and by the prohibitions which the Constitution has laid upon individual States, though not expressly upon the United States. True, that bankruptcy laws interfere with existing contracts; but the power to make bankruptcy laws is express.

From this view three of the judges of the Court dissent, holding that the "legal tender" clause *was* a serviceable and appropriate means for the carrying on of the war, and

that it is *not* in conflict with the spirit of the Constitution.

This question of *ultra vires*, if not a nice one, is one which involves an inquiry into the Constitution of the United States and the history of that Constitution, upon which we have no desire to enter. Certainly as far as the "merits" are concerned, our sympathies are against the State interference with existing contracts. It seems to us that it was quite open to the Court to hold that on the general principles on which legislative enactments are construed, the Act must be construed as not retrospective—*i.e.*, not including tenders in payment of existing debts. What had been described in one of the reports cited as the "painful duty" of disallowing the Acts of the Legislature would thus have been avoided—if it is considered a thing to *be* avoided. The reasons in support of the retrospective operation, including the application of a passage in Story's Constitution of the United States, appear to our judgment far-fetched. Either way, however, the decision would have been equally distasteful to the upholders of the legal tender.

Such cases as this mark the difference between the position of the English and American judiciary in regard to the Legislature. It really amounts to this, that in England the Legislature is supreme, and in America the judges. The English judges interpret the laws made by the Legislature, but the American judges decide whether or no the Legislature has the power to make them. *Parvis componere magna*, the Acts passed by Congress are to the Constitution of the United States as the General Orders under the Companies Act, 1862, are to the Companies Act, 1862, itself; and the "legal tender" enactment has now been held to be *ultra vires* the body commissioned by the Constitution to legislate, just as the 26th rule under the Companies Act was held to be *ultra vires* the judges entrusted with the framing the General Orders under that Act. The difference is between a Constitution definitely invented and a Constitution which grew up, no one knows exactly how. With us the *suprema potestas* is irrefragably vested in the Sovereign and the three estates of the realm in Parliament, and there is no verbal constitution to interpret. It is curious to observe in this case the Court aiding its interpretation of an Act by reference to what happened in Congress during the progress of the bill, a method of interpreting statutes which our own Courts have always expressly disclaimed—*e.g.*, in the *Alexandra case*.

WE HAVE JUST HAD the pleasure of perusing a grotesque paper printed recently in a contemporary "family journal of instruction and recreation," which provides Sunday reading for the nursery, and is published under the auspices of the Religious Tract Society, with the motto—

"Behold in these what *Leisure Hours* demand
Amusement and true knowledge hand in hand."—*Cowper.*

The paper is headed "Lawyers and Law Charges," and exhausts its topic in the following scathing fashion:—

"Clients would not be far to seek who . . . would tell us that to engage the services of the profession is to lay yourself open to endless expenses—to pay down hard cash in return for labours of an undefinable, unintelligible sort—to barter your independence and peace of mind in exchange for sundry verbose documents, a few shreds of red tape, and the privilege of being puzzled by the repulsive phraseology of legal writings. . . . .

Solicitors' charges coming to the client in detail, are as perplexingly disgusting, especially when the client finds, as he is very likely to find, that conversations which were incidental talk, or gossip over a glass of wine, are set down as consultations to be paid for. Some charges made by lawyers are fixed at a scale which cannot be justified by any show of argument—the very sight of them so outraged the moral sense of the celebrated Thelwall that he threw up the profession in disgust, rather than submit to become the agent of such extortion—[&c.] . . The rate at which lawyers' bills grow and swell is something astounding; the old tavern legend, "Sixpence to look at the waiter," is more than realised in the case of the lawyer. So long as you litigate you never see your legal friend without being charged a fee; nay, more, if he calls to see you and you are not at home, the fee is the same—and, worse still, should you call to see him and find him absent, you even run the risk of being charged for your own loss of labour, through the fact of your having called being entered by the clerk in the day-book. We have seen lawyers' bills extending over 'quires of foolscap (the sort of paper, we submit, best fitted for the purpose), and thick enough to bind up into an average folio volume; and we have known them paid, too, to the tune of near a thousand pounds, for suits undertaken at the lawyers' instigation, and which suits, as the instigators well knew, could only succeed in bringing profit to the lawyer."

After this it is pleasing to hear that the distressed writer has "one consolation, though it is a doubtful one." That consolation lies in the fact that lawyers' bills may be taxed:—

"The fact is profoundly significant, and should not be lost sight of. In all other dealings between man and man, buyer and seller are left to conclude their own transactions, but it is not so with lawyer and client. The lawyer, it seems, cannot be trusted to deal fairly with his customer: 'See to it,' says the Legislature, 'a dishonest lawyer has you in his power; bring his account to the taxing-office, and the taxing-officer will prevent your being plundered.' If this is not the plain English of the matter, we should like to know how else to phrase it."

There is a page and upwards more of this odd production, part of which is scarcely intelligible, unless on the hypothesis of its being a laborious though unsuccessful essay at humorous composition, a style in which it would be unfair to expect the Religious Tract Society to shine. These "impossible passages of grossness" are, however, sufficiently funny in themselves for any purposes of Sabbath entertainment; but it is not fair to borrow, without acknowledgment, an idea from Theodore Hook's Jack Brag, nor can we hold that this sin is atoned for by a quotation from Scripture which we find in another passage. On the whole, as a piece of comic Sunday reading, we think this will hardly be understood by the little people for whom it is intended, though it may, perhaps, amuse some of their elder male relatives, especially if any instigator should happen to peruse it while resting on the Sunday from labours of the undefinable, unintelligible sort. It is instructive also as illustrating the views entertained by the Religious Tract Society on the subject of Christian charity.

WE TAKE THE FOLLOWING from the *Daily News*:—

Yesterday afternoon, towards the close of the business at the Sheriffs' Court, a solicitor, addressing the judge, said he appeared in the case of —— v. ——. He, with his client and witnesses, had been waiting all the morning, and he should be glad if that case could be taken next.

Mr. Commissioner KERR.—It has been called on and disposed of nearly two hours ago.

The Solicitor.—It has not been called on while we have been in the court. During the hearing of that jury case the court was so crowded and the stairs so blocked up that we found it impossible to get near the entrance of the court.

Mr. Kerr.—I cannot help you; it was called on after the jury case.

The Solicitor.—And we tried all we could to get into the court immediately, but it was downright impossible to get up the stairs. We were in the waiting-room below. There ought to be better accommodation.

Mr. Kerr.—I grant you that, and I have done all I possibly can to obtain it. I have suggested that this space on my right should be filled up, but I have been met with all sorts of objections and difficulties.

The Solicitor.—But you are presiding here; and it is your place to see that there is proper arrangement and facility for people to get into the court.

Mr. Kerr.—Ah, that is just where you and the public are mistaken. I have not the jurisdiction; yours is not the only case. This want of proper accommodation is a matter of constant complaint, it is a question for the public. I do not know whether a public expression of opinion will do any

good or not, but I have done all in my power to remedy the evil; you might do some good by writing a letter to the Lord Mayor.

The Solicitor.—But your proceeding with the business, without giving people time to get into the court, when you could see people all rushing out, is a mere farce of justice. Why do you not have an officer to keep the passage clear?

Mr. Kerr.—I grant you it is a very great hardship, but I tell you I have done all I can.

The Solicitor.—Why, there is not even an usher near the door to call the names outside. I say it is a most infamous perversion of justice to carry on business in this manner.

Mr. Kerr.—You can move for a new trial if you like, under the plea that you were accidentally prevented from attending the court.

The Solicitor.—That is no satisfaction for the expenses of witnesses and loss of time. We had better have nothing to do with such a court as this."

The parties then left the court.

It is a very singular thing and a very unhappy thing that the Sheriffs' Court should so persistently maintain its character for disorder and inconvenience. The physical disadvantages consist principally in the fact that the only access to the one door of the court is up a staircase and along a lengthy and not over broad passage, through which, when crowded, it is impossible to force your way with any reasonable quickness. The results are obvious, when coupled with a short and sharp manner of calling one cause after another. In any other court some amelioration would probably have been arranged; but, unfortunately for suitors and practitioners in the City Court, Mr. Commissioner Kerr and the city authorities are persistently at loggerheads: *Delirant reges, plectuntur Achivi.* The late Mr. Justice Hayes, while making Baron Surrebutter describe his progress through the limbo of departed lawyers and litigants, put into his mouth a very moving description of appropriate punishments awarded in that *inferno*. We feel tempted to wish that Mr. Commissioner Kerr and the city authorities could be disembodied and set down to expend themselves in vain struggles with a shadowy crowd of disappointed parties in the passage of a ghostly Sheriffs' Court, in which Minos and Rhadamanthus, as Commissioners, should be ever on the point of giving judgment against them in default of appearance.

THE HIGH COURT OF JUSTICE AND APPELLATE JURISDICTION BILLS.

The bills for the establishment of the High Courts of Justice and Appeal, which we noticed by anticipation a fortnight ago, have been at last produced and printed. They are of considerable importance, and will require, in some respects, a very careful scrutiny, and we hope to have an opportunity of remarking on them at some length before the House of Lords goes into committee on them. At present we are obliged to confine ourselves to a short *resumé* of the principal provisions.

Taking the two bills together,—it is proposed to concentrate all the jurisdiction at present exercised by any of Her Majesty's Courts of first instance or appeal, and that of the High Court of Admiralty, in two courts, to be called respectively "The High Court of Justice" and "The High Court of Appeal," which are to consist of not more than twenty-seven judges in all (the present staff of the courts to be superseded being, including the two vacant seats, twenty-eight), of whom five are to be exclusively occupied with appeals, seventeen to be judges of the High Court of Justice only, and the remaining five (the Lord Chancellor, the Lord Chief Justice, and three judges annually selected) to be judges of both courts. It would seem, however, to be intended that the Lord Chancellor, though expressly constituted Lord President of the High Court of Justice, and also divisional Lord President of Chancery, should not in fact, ordinarily at any rate, sit in that Court; at least, we cannot otherwise account for the fact that while express provision is made for the performance by the Lord Chief Justice and the selected judges of their duties as judges of the High Court of Justice, no such provision is made in the case of the Lord Chancellor; while, on the other hand, all the appellate jurisdiction in chancery now vested in him is taken away, and vested in the High Court of Appeal.

The Court of Justice is to consist of five divisional courts—viz.: First, Chancery; to consist of the Lord Chancellor as President and four Vice-Chancellors (one of whom is also to perform the duties of Chief Judge in Bankruptcy). Secondly, Queen's Bench; to consist of the Lord Chief Justice and four puisne judges. Thirdly, Common Pleas; to consist of a Lord President (the first Lord President to be Lord Chief Justice Bovill) and four (or five) puisne judges. Fourthly, Exchequer; to consist of a Lord President (the Lord Chief Baron being the first) and five (or four) puisne judges. And fifthly, Probate, Divorce and Admiralty (for which we trust some less uncouth title will be devised); to consist of a Lord President (Lord Penzance being the first) and two puisne judges, of whom Sir R. Phillimore is to be one, and the other is to be transferred from the existing lists either in the Common Pleas or Exchequer. We would have thought it better to transfer one judge from each of these courts, thus making the three Common Law Divisional Courts consist of five judges each, and giving four to the fifth Divisional Court; instead of leaving one of the former with an extra judge, and confining the latter to three, a paucity of judicial strength which will be seriously felt if at any time one of those three judges should be "selected" for the Court of Appeal.

The *quorum* for a sitting of the High Court of Justice is to be seven, of a divisional court three, but as the Act authorises any single judge to exercise all the jurisdiction of the High Court, the object of these limitations does not appear; probably the rules to be made under the Act will explain this. All proceedings are to be commenced in the High Court, and the judges are to have unlimited power of transferring proceedings from one divisional court to another, and the Court is to be bound to assimilate its procedure in all its divisions "so far as is possible."

The High Court of Appeal is to sit in three divisions, and a quorum for a division is to be three; but a quorum for a sitting of the Court itself is to be five. As in the case of the Court of Justice, it is left to the contemplated rules to determine what business is to go before a division, and what before the Court itself; there does not, however, seem to be any appeal from one to the other. In the case of the Court of Justice, on the contrary, it would seem, from section 5 (though it is not very clear), that there is to be an appeal from any judge to his divisional court, and from any divisional court to the High Court itself, the decisions of this court being again subject to appeal to the High Court of Appeal. We fancy, however, that this cannot have been intended, and that the rules, when issued, will prevent so serious an increase of possible litigation. In this respect the author of these bills seems to have followed closely the precedent of the Attorney-General's Bankruptcy Act of last year, and to propose to transfer all legislative power in matters of detail from Parliament to the Courts: in fact, they may be described as "Bills to authorise General Orders."

The provisions respecting the "general precedence" of the judges in the two bills do not seem quite consistent, and it is not clear whether the ordinary judges of appeal are intended to rank before or after the three junior Lords Presidents of the High Court. If before them, the 5th clause of the Appellate Bill is unintelligible; if after, this is inconsistent with the 7th clause of the Court of Justice Bill, which says that the puisne judges of that court shall rank *immediately* after the junior Lord President. Moreover, if the appellate judges are to rank after the Lords Presidents, who are not judges of appeal, this will perpetuate the anomaly which was considered so objectionable in the case of the Master of the Rolls.

There are some other points in these bills which seem to call for remark (for instance, we can see no reason for limiting the salary of the judges of appeal to a sum the same as that of the puisne judges of first instance, and actually lower than that of the Lords Presidents, whose decisions are subject to reversal by those very judges), but we are compelled to defer the further investigation of them till another opportunity.

We must, however, add a few remarks upon another point. The last section of the bill deals with the proposed abolition of the Home Circuit. It is probably intended to be a mere draft, to be moulded into shape in Committee, but certainly some expressions in it would lead one to suppose that the draftsman was not very well acquainted with his subject. After declaring that from the commencement of the Act the Home Circuit shall be abolished, the section goes on thus—"And all civil and criminal cases which, if this Act had not been passed, would have been triable in the City of London shall continue triable there, and all *other* civil and criminal cases which would if this Act had not been passed, have been triable at any place on the Home Circuit, *other than Westminster*, shall be triable at Westminster?" This, of course, implies that Westminster is now a place on the Home Circuit, a mistake which we should have supposed no one could fall into. Further, it implies that something in the Act would have prevented cases otherwise triable in London from being tried there, which we have not been able to discover. These, however, are mere slips of language which do not prevent the intended scheme from being intelligible. The result will be that the place of trial for all local actions arising in the counties of Hertford, Essex, Kent, Sussex, and Surrey, will be Westminster. As regards all transitory actions which of course form the bulk of civil actions, the parties may, as hitherto, try where they please, but they will not have the choice of going to one of the assize towns in the Home Circuit as hitherto. They must go to Westminster or London, or a town on one of the circuits which are to remain unaltered. As regards criminal cases, cases arising in those parts of the home counties which are within the district of the Central Criminal Court, will be tried there as hitherto; while cases from the more distant parts of the country will be brought to Westminster. The advisability or economy of trying at Westminster a burglary committed, for example, at Chichester or Sandwich must be at least doubtful; still it is obvious that this is what is proposed. The section goes on to provide for two courts of the High Court sitting throughout the year, under rules of court to be made for the purpose, to dispose of cases within their cognisance; and this means of course that the details of the scheme are to be settled by rules. It is, however, noticeable that there has been no enactment to transfer the cognisance of the cases formerly tried on the circuit by virtue of commissions issued for each circuit, and which are now to be triable at Westminster, to the High Court. We are left in ignorance whether the judges are to try these cases by virtue of commissions to be issued to them from time to time, or by virtue of their offices as judges of the High Court. It is also worth notice that there is no mention of what always appeared to us the great difficulty of bringing all this business to Westminster—viz., how the juries are to be provided. Are persons living in the five counties to escape serving on juries altogether, and is the whole burden to be thrown on Middlesex juries? Or if not, are persons living in the more distant parts of these counties to be liable to serve in rotation with the Middlesex jurors, and without any allowance for the necessary expenses of sleeping n town?

Of course no mention is made in the bill of the matter to which we recently referred—viz., the effect upon the regulations of the bar of the abolition of the Home Circuit. This, of course, must be dealt with, if at all, by the bar themselves. It will be necessary, however, to provide for the case of the officers of the circuit, such as the clerk of assize and his associates, which is not done at present.

THE FRENCH "HIGH COURT" AND PRINCE PIERRE BONAPARTE'S CASE.

On Monday next, at Tours, will begin the trial of Prince Pierre Bonaparte before the High Court (Haute Cour); and the following particulars concerning the offence for which he is indicted and the Court before which he is to be tried will, perhaps, be interesting. *Habent sua fata libelli;* courts have likewise their destinies, and those of the High Court of Justice in France have been strange. Established by the Republic it has become part of the State machinery of the Empire. Created by the Republic as a protection against the autocratic tendencies of a ruler, it became one of the defences of the victorious *coup d'etat*. Strange to say, since the Constitution of the 4th November, 1848, which established it, together with the Presidency of which Prince Louis Napoleon was to make so effectual a stepping-stone, it has been called into operation but four times, including the present. On two of these occasions the defendant has been a Napoleon.

The first appearance of a High Court among the judicial institutions of France was in the Constitution of Year III. It was instituted for the judgment of such accusations as might be authorised by the Legislative Body against its members. It was abolished by the Senatus Consultum of the 28th Floréal, Year XII., and in its place was put the High Imperial Court, which never existed excepted on paper. The Charter of the Restauration prohibited the creation of any such exceptional jurisdiction for the future. The Chamber of Peers, however, in some cases was used substantially for the same purposes of political prosecution. The republican Assembly of 1848 thought fit to remove that obsolete institution, and had no Court of Peers to dispose of State crimes of high caste. But it seems to have been anticipated that the President of the Republic might attempt what he subsequently did, and accordingly a court was provided for such contingencies. This the Republican Assembly did in the Constitution of the 4th November, 1848, by which they sought to regulate and fortify the republican institutions prepared by the Provisional Government brought into power by the Revolution of February. The article 91 of that Constitution is to the following effect:—

"A High Court of Justice shall judge, without appeal or recourse of Cassation, the accusations brought by the National Assembly against the President of the Republic or the ministers. It shall likewise judge all persons whom the National Assembly shall have sent before it accused of crimes against the outward or internal safety of the State. Except in the case provided for in article 68, it can be called into action only by a decree of the National Assembly, which shall name the town in which the Court shall hold its sittings."

"The case provided for in article 68" is stated in the following terms:—

"Every measure by which the President of the Republic dissolves the National Assembly, prorogues it, or prevents the fulfilment of its duties is a crime of high treason. By the mere act, the President forfeits his function, the citizens are bound to refuse obedience to him, the executive power passes by the operation of the law to the Legislative Assembly; the judges of the High Court of Justice shall immediately assemble under penalty of treason, they shall call the jury in the place they shall choose, to judge the President and his accomplices; they shall themselves name the magistrates who shall fulfil the duties of public prosecutors."

Such were the duties and the objects of the High Court of Justice under the Republican Constitution of 1848. We may now turn to the Constitution of the 14th January, 1852, that given by the President after the *coup d'etat*, after he had done the deed which was to

bring into play the redoubtable paragraph in Article 68 just quoted. Article 54 of this Constitution runs as follows :—

"A High Court of Justice judges, without appeal or recourse of Cassation, all such persons as shall have been sent before it as charged with crimes, treasons, or plots, against the President of the Republic, or against the internal or external security of the State."

The rod having changed hands, had now got into the hands of the party for whose regulation it had been prepared. As a check on what have been termed Napoleonic tendencies it had not proved very successful. Up to this time the Court had been twice set in motion—viz., against the vanquished and prostrate enemies of the 15th of May and 13th of June, whom any ordinary Court could have consigned to Cayenne or to prison equally well.

After the *coup d'etat* the judges of the High Court were in an awkward position. The old clause made them guilty of treason if they did not spontaneously commence a prosecution against a President who should dissolve the Assembly, and yet the defendant might prove a victor. They managed to steer between Scylla and Charybdis. They came together, and to save themselves from Article 68 they gave a decree of accusation against the President, of which certain intrepid members of the Assembly vainly attempted to take advantage; and to save themselves from the victor and secure his favour they adjourned to a day which was never to come.

Thus the case of Prince Pierre Bonaparte is the fourth in which the machinery of the Haute Cour de Justice has been set in motion.

Of the facts which gave rise to the prosecution against Pierre Bonaparte we will say nothing, but we may state shortly the legal character of the charge. We will first, however, explain the composition of this court; but previously we must not forget to state how the High Court in question can be called upon to try Prince Pierre Bonaparte, who occupies no official position, for an offence not political in its character. It is by virtue of article 1 of the Senatus Consultum of the 4th of June, 1858, enacted for the purpose of regulating and extending the jurisdiction of the High Court. By that article cognisance is given to the *Haute Cour* "of all felonies and misdemeanours (*crimes et delits*) committed by the Princes of the Imperial family and the family of the Emperor, by the ministers, by the great officers of the Crown, by the Grand Crosses of the Legion of Honour, by the ambassadors, senators, and counsellors of State," save such as come under the military law. This Court—which thus has universal and exclusive jurisdiction over every crime and misdemeanour committed by any member of the Imperial family, any one of the great officers of the Crown, any of the ministers or any member of the Senate,—is formed by Imperial choice. The Emperor selects yearly from among the judges of the Court of Cassation, ten members and four substitutes, who are to form the two chambers or sections of the *Haute Cour*. The business of one of those sections is to go through the preliminary procedure (*instruction*), and to find whether or not there is a case for the High Court. The other is the section of judgment, as it is called, for the trial of crimes or felonies. The latter is not, any more than the "Cour d'Assises" (the Court of Assizes which has common jurisdiction over felonies), complete without a jury. But it is not an ordinary jury, it is a high jury, as it is called by the law. It is drawn by lots. The first President of the Imperial Court wherever there is any, or failing him the President of the Civil Tribunal of the judicial chief towns of the department, draws in each department, one member of the General Council (Conseil Général) a body elected the people generally from among the magnates of the land, to watch over the finances of the department. Thirty-six is the number required to form a panel. A majority of at least twenty is requisite for a verdict of guilty and for one of "extenuating circumstances." While in the "Cour d'Assises" a majority of seven, one over the half of the panel is sufficient for the same purposes.

Such is the nature of the Court which is going to try Prince Pierre Bonaparte for "voluntary homicide of the journalist, Victor Noir," for that is the count of the indictment (if one can so call a decree of accusation) found by the judges of the section of accusation or instruction against him. The penal significance and gravity of that charge are aggravated by another, that arising out of the shots fired by the Prince against M. de Fonvielle, the companion of Victor Noir; and, *vice versâ*, this attempt, which forms another count of the *arret de mise en accusation*, is aggravated by the accompaniment of the shot fired on Victor Noir. This is by virtue of article 304 of the Penal Code, which enacts that voluntary homicide without premeditation (*meurtre*) shall be punished with death where it has preceded, accompanied, or followed another crime. Otherwise, the penalty awarded to the same crime by the Penal Code is perpetual labour at the hulks (*travaux forcés à perpetuité*). A declaration of extenuating circumstances by the jury, however, would very notably reduce the penalty. And the presiding judge, if the facts brought out by the trial appear to him to warrant his doing so, has power to deviate from the questions in the indictment, and put the case to the jury under a mitigated aspect, such for example as "wounds which have caused death without the intention of causing it." The exercise of the right of the president, combined with a declaration of extenuating circumstances (which allows the Court to bring the penalty down two degrees), may in such a charge bring down the consequences to a mere nothing, especially if the prisoner pleads provocation, an excuse which *per se* has the effect of reducing the penalty.

RECENT DECISIONS.

EQUITY.

MISTAKE FAVOURED BY ACQUIESCENCE.

Landed Estates Company v. *Weeding*, V.C.M., 18 W. R. 35.

This is not a case which decides any new point of law, or even throws any new light upon any leading doctrines; but as it is illustrative of the disposition of the Court of Equity towards litigants who, though legally right, are morally wrong, it may serve as the peg whereon to hang a few remarks applicable rather to parties than to their legal advisers.

Though the Court of Equity is specially designed to admit defences and supply remedies ignored by the more rigid rules of common law, it does not pretend to give effect to *every* moral obligation. It is no part of its duty to enforce everything which is honest, much less everything that is proper. There are cases, however, in which, though compelled to award for a litigant on the subject-matter of the suit, it marks its sense of his conduct by refusing him costs, whereas a court of common law would have been bound by the strict common law rule that costs follow the event.

One principle acted on by the Court of Equity is that persons who stand by and allow others to commit themselves to liabilities in the belief that the acquiescents are going to do or permit some particular thing, will not be afterwards permitted to stand on their strict legal rights to the prejudice of those whom by such acquiescence they have induced so to involve themselves. The common illustration of this is the case of a man building a house on his neighbour's ground in the belief that it is his own; in which case the Court would not permit the true owner to stand by laughing in his sleeve at the mistake, and then when all was completed step in and profit by it, but would require him to compensate the other party for the loss he had by such culpable acquiescence led him into.

But it is, of course, a necessary ingredient of the case that there should have been a *bonâ fide* mistake on the one side, and on the other side a wilful acquiescence calculated to maintain the mistake in the mind of the party making it. For instance, if a tenant, under an erroneous impression that his term is to be renewed, lays out money on the land, the landlord is under no obligation to compensate him unless he is proved to have wilfully favoured the mistake (*Pilling* v. *Armitage*, 12 Ves. 85).

In an old case of *Hardcastle* v. *Shafto* (1 Anstr. 186) it was queried whether a lessor, by permitting and encouraging a defendant to make improvements under a lease which he knew to be bad, did not give him an equitable claim to a new lease. The same point was queried again in 1806 by Sir William Grant in *Pilling* v. *Armitage*.

In *Blore* v. *Sutton* (3 Mer. 237) a tenant for life had power to lease by deed; her agent entered into a parol agreement for a lease to the plaintiff, and a formal memorandum was made, but no lease executed. Plaintiff having entered and spent money on building, was, on the death of the tenant for life, ousted by the remainderman, who was not proved to have had any knowledge of what had previously passed. The plaintiff's bill for specific performance was dismissed, with the observation that the mishap seemed attributable to the plaintiff's own negligence, but the Court, disapproving of the idea of defendant's appropriating plaintiff's work without making any compensation, gave no costs.

The present was a very similar case; the decision proceeded on the ground that the plaintiffs had acted on an agreement made *bonâ fide* on both sides during the tenancy for life, but which was not binding on the estate, and which the remainderman repudiated; the Vice-Chancellor dismissed the bill but pointedly refused costs.

We imagine that, *per contra*, wherever the Court may award *in favour* of the mistaken party, the decree will similarly be made without costs as against the other party, on the ground that the resort to the Court has been necessitated by some *laches* on the part of the non-successful party.

Cases of this kind show that the Court of Equity does all in its power to incline parties rather to agree with their adversaries while they are in the way with them than to insist on rights which are theirs in law but not in honour.

REVIEWS.

A Treatise on the Bankruptcy Act, 1869, *and the Debtors Act*, 1869, *and the Bankruptcy Repeal Act, with the Rules and Orders under those Acts, together with an Introduction and Notes, and the Law of Private Arrangement with Creditors.* By GEORGE SILLS, M.A., of St. John's College, Cambridge, and of Lincoln's-inn, Barrister-at-law. London: Davis & Son. 1870.

A Practical Guide to the Bankruptcy Law of 1869. By JOSEPH SEYMOUR SALAMAN, Solicitor. Third Edition. London: Groombridge & Son. 1870.

An Index to the Bankruptcy Act, 1869, *the Debtors Act*, 1869, *the Bankruptcy Repeal and Insolvent Court Act*, 1869, *and the Rules, together with a Table of Clauses.* By THOMAS MARSHALL, Solicitor, Registrar of the County Court at Leeds.

The Student's Guide to Bankruptcy, containing all the Principal Questions and Answers in Bankruptcy of former Examinations of Articled Clerks, and also a Complete Series of New Questions, framed upon the Acts of 1869 *and the Rules of* 1870. By R. WAKEHAM PURKISS, Esq., Solicitor. London: William Amer. 1870.

These four books, which we have grouped together, are very different in form, and they are addressed to different classes of readers; but the object of them all is somewhat similar. They all attempt, not to expound the whole law of bankruptcy, either with reference to its principles or its practice, but merely to assist in the understanding of the late Acts.

Mr. Sills' book consists of an appendix of two hundred and fifty pages of small print, in which the late Acts, rules, and forms are set out, preceded by a treatise, filling seventy-three pages of large print, and followed by an index. That part of the book which is the work of the author, the treatise, seems to be accurate in statement, and will no doubt be found useful as an introduction to the study of the Act. But its very slight character will be at once apparent from its length. The index is good.

That Mr. Salaman's Guide should have already reached a third edition shows that it has been found useful. It states the substance of the new enactments in a very convenient form.

Mr. Marshall has produced a very full index to the Acts of last session relating to bankruptcy and kindred subjects, as well as the rules issued under the Bankruptcy Act.

Mr. Purkiss' work is especially intended for articled clerks; and to such of them, indeed to such persons generally, as like to learn law in a catechetical form we can recommend this book.

COURTS.

COURT OF CHANCERY.

VICE-CHANCELLOR STUART.

March 16.—*Richards* v. *French*.

The defendant to this bill, Mr. William French, was a solicitor formerly in practice in Stamford, who, in 1854, married a Miss Mary Harrison, one of four children among whom their father, by his will, divided his property equally, settling his daughters shares for their separate use in the usual manner, and appointing his eldest son one of his executors. The accounts of the father's estate were never settled, and on the death, in 1861, of the eldest son who had been sole acting executor, the arrears of income on Mrs. French's share were upwards of £2,000. Upon the marriage of Mr. and Mrs. French, her sister, Miss Elizabeth Harrison, went to live with them, and in 1861 the sisters executed cross wills in each other's favour. Mrs. French died in 1862, and on her death Miss Harrison, who continued to live with her brother-in-law until her own death in 1865, took out letters of administration to her sister's effects, the estate being sworn under £12,000, and Mr. French becoming one of the sureties of the administration bond. The bill was filed to set aside, on the ground of undue influence, two agreements entered into between Mr. French and Miss Harrison, the first dated the 12th of June, 1862, by which she made over the £2,000 arrears of his wife's income to him; and the other dated in June, 1863, by which, on the purchase of a house at Tulse-hill, it was conveyed in such a way that the survivor took a life interest in it.

Greene, *Q.C.*, *Hardy*, *Q.C.*, and *Hemming*, for the plaintiff; *Dickinson*, *Q.C.*, and *B. B. Rogers*, for the defendant.

STUART, V.C., said Mr. French was a solicitor, and no doubt both before and after his wife's death he lived with his sister-in-law, who was her only sister, on terms of intimacy and confidence; but it was impossible to say that he had ever acted as her professional adviser: he was her adviser and brother-in-law, and had acted for her in matters in which they had a mutual interest, but he never acted as her attorney, he never made out a bill of costs against her, and in this very transaction another professional adviser intervened. It had been said that because Miss Harrison was in an infirm state of health, undue advantage was taken. It was impossible to say the arrangement was unfair on the ground of age; and, independently of this, the lady appeared at this very time to have been well able to take care of her own interests; for during the preparation of the conveyance of the house, when the conveyancer suggested the introduction of a clause that in case Miss Harrison married she should quit possession, she at once insisted on a similar obligation being imposed on Mr. French in case he took a wife. It was unlikely that any advantage could have been taken of this lady, who was shown to be of singularly acute and business-like habits. He was sorry the bill should ever have been filed, for the plaintiff had a mere legal title, and the costs would fall on children who had no voice in the institution of the suit, but it must be dismissed with costs.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Bankruptcy Act, 1861, *s.* 221—*Prosecution—Costs.*

March 17.—*Re Feldman.*

In this case the assignees had obtained an order for the prosecution of the bankrupt, jointly with one Davis, for offences under the 221st section of the Bankruptcy Act, 1861. Davis absconded soon after the order was granted, and, pending the proceedings against Feldman, the assignees were advised to prefer a further indictment against him for perjury. Upon the taxation of costs against the Chief Registrar's Fund, after the conviction of Feldman, objection was raised to the allowance of any costs in reference to the indictment for perjury, that not being one of the offences specified in the 221st section, and the Master disallowed them. The matter was now brought before the Court for his Lordship's direction.

Mr. Albert Turner, solicitor, contended that the costs might be properly allowed out of the Chief Registrar's Fund.

Mr. Aldridge, solicitor, appeared for the Chief Registrar.

The CHIEF JUDGE said the statute spoke for itself, and he could not go beyond it. The taxing-master was quite right.

Application refused.

March 17.—*Re Clarke.*

Insolvency—Bequest to wife—Payment to her—Desertion.

This was an application on behalf of the wife of the insolvent F. Clarke, that a sum of £120, bequeathed to her by the will of her grandmother, dated in 1838, with interest thereon, making together £234 10s. 1d., should be paid to the applicant for her own absolute use and benefit, notwithstanding the insolvency of her husband.

The facts which gave rise to the application were briefly these:—In 1843 the insolvent married Eliza Maria Clarke, but no settlement or agreement for a settlement was executed. In 1845 the insolvency occurred, and soon afterwards the insolvent deserted his wife. In 1855, in consequence of a letter which the applicant received from her husband, she met him in Paris, but he again deserted her, and for some years she had been dependent upon her own exertions and the assistance of friends for support. She believed from a letter which she had received from Algiers that her husband was living in adultery with another woman. It appeared that in 1850, upon the death of her father, the applicant's interest in the sum bequeathed to her under the will of her grandmother, fell into possession. Her four brothers and sisters had received their respective shares in the fund, but the trustees refused to pay the applicant her share on the ground that she was a married woman, and that her husband had been insolvent. There was one child only now living of the marriage, a female, and she had recently attained her majority.

Finlay Knight in support of the application, said this was a very strong case in favour of the wife, and, no settlement having been executed upon the marriage, he trusted his Lordship would see his way to an order by which she might receive the benefit of the fund. The interest upon the money, if invested, would be very inconsiderable.

Mr. Twyford, solicitor, for the provisional assignee.

The CHIEF JUDGE at first thought some difficulty existed, and asked what would become of the fund if he made an order for payment to the wife, but after some consideration, he consented to grant the order upon the written assent of the daughter. The costs of the provisional assignee must, of course, be paid by the applicant.

Solicitor, *W. A. Brown.*

March 11.—*Re Beavis.*

Form of notice of motion.

In this case the notice of motion did not state whether the matter would be heard before the Chief Judge at the court in Lincoln's-inn-fields, or at the court in Basinghall-street.

The CHIEF JUDGE said it would be convenient to state in notices of motion before whom, and where it was intended to make the motion. If a mistake should occur by reason of any omission in this respect, the person giving the notice might be ordered to pay costs.

MARYLEBONE POLICE COURT,

(Before Mr. D'EYNCOURT.)

March 16.—Mr. John Wilson Gray, barrister-at-law, of No. 9, Prince's-square, Bayswater, appeared in answer to a summons charging him with assaulting his servant, Susan Morris.

Poland conducted the prosecution on behalf of the governors of the Foundling Hospital, in which institution the prosecutrix was brought up.

Mr. Frederick Lewis, for the defendant, stated that he admitted the assault and desired to express his contrition for having in a moment of passion exercised what at the time he believed to be a right he had to chastise the girl as an apprentice, she having been impertinent. He had offered to pay the costs of the prosecution in order to show that he considered the proceedings had been properly instituted by the corporation.

Mr. D'EYNCOURT said he could not deal with the case until the nature of the assault had been proved.

Susan Morris, sixteen years of age, was, therefore, called, and stated that she was bound by a deed of indenture as servant to the defendant's wife, and was under articles for four years. On the 24th of February a fellow-servant told her to light a fire, and she refused to do so, believing that this servant had been ordered to light the fire by their mistress. This circumstance was reported to Mrs. Gray, who told the prosecutrix to go into the billiard-room, where her master was lying on the sofa. He bade her get the cane, which was an ordinary stiff walking-stick, and when she had given it to him he told her to hold out her hand. She did so, and as he struck at her hand she withdrew it. This was repeated, and he then got up and beat her over the arms and shoulders, giving her, she thought, about half a dozen blows.—Two medical witnesses deposed to having seen the marks of the blows on the girl's person.—Mr. D'Eyncourt said that if he dealt with the case as a charge of common assault the ordinary penalty would not be sufficient to meet the justice of the case. He must, therefore, either inflict a more severe punishment or send the case for trial. The defendant, had, no doubt, acted under an idea that he had a right to correct the prosecutrix, but it was a monstrous thing to chastise a young woman as he had done. It was ultimately arranged that the defendant should give a sum of money, to be applied for the benefit of the prosecutrix, as compensation for the suffering she had endured, and that her indentures should be cancelled. The defendant was then ordered to pay a penalty of £5, and five guineas for costs.

APPOINTMENTS.

Sir RICHARD COUCH, Chief Justice of the High Court of Judicature at Bombay, has been appointed to succeed Sir Barnes Peacock as Chief Justice of the High Court at Calcutta. Sir Richard was called to the bar at the Middle Temple in January, 1841, and formerly practised on the Norfolk Circuit. He was for some years Recorder of Bedford, but in 1862 was appointed a Puisne Judge of the Bombay High Court, entering upon office in August of that year. In April, 1866, on the retirement of the late Sir Matthew Sausse, he was promoted to be Chief Justice.

The Hon. MICHAEL ROBERTS WESTROPP, a Puisne Judge of the High Court of Judicature at Bombay, has been appointed Chief Justice of that presidency, in succession to Sir Richard Couch. Mr. Westropp has, on being promoted to the chief justiceship, been created a Knight of the United Kingdom. Sir Michael Westropp was called to the bar in Ireland in Trinity Term, 1840, and joined the Bombay Bar upwards of fifteen years ago, and soon acquired a large practice. In due course he became Advocate-General, and was appointed a Puisne Judge of the High Court in August, 1863. The salary of the Chief Justice of Bombay, to which post Sir Michael Westropp is now raised, is £6,000 a year.

Mr. JOSEPH GRAHAM, Standing Counsel to the Government of India, has been appointed to officiate as Advocate-General at Calcutta, during the absence of Mr. T. H. Cowie, who has been granted leave of absence for six months. Mr. Graham was called to the bar at the Middle Temple in November 1852, and after practising for several years at Calcutta, he was appointed Standing Counsel to the Govern-

ment of India, in succession to Mr. Cowie, on the latter becoming Advocate-General.

Mr. Gregory C. Paul, barrister-at-law, of Calcutta, has been appointed to officiate as Standing Counsel to the Government of India, vice Mr. J. Graham. Mr. Paul was called to the bar at the Inner Temple in June 1855.

Mr. Theodore Thomas, barrister-at-law, has been appointed Professor of Law at Canning College, Lucknow. Mr. Thomas was called to the Bar at the Middle Temple in June, 1866, and soon afterwards became an advocate of the High Court at Agra.

Mr. James Broughton Edge, solicitor, of Bolton, Lancashire, has been elected coroner of the Bolton division of the county, which has been newly formed. Mr. Edge was certificated in Easter Term, 1858, and was formerly deputy-coroner for the Salford Hundred.

Mr. William Fowle, solicitor, of Northallerton, Yorkshire, has been elected Clerk to the Northallerton Board of Guardians, in succession to the late Mr. Thomas Fowle. Mr. W. Fowle was certificated as a solicitor in Hilary Term, 1859, and was in partnership with his predecessor up to the date of his death.

Mr. Dalton Thomas Miller, Solicitor, of 5 & 6, Sherborne-lane, E.C., has been appointed a Commissioner to administer oaths in Chancery in Ireland for the London district, comprising the cities of London and Westminster, the borough of Southwark, and the counties of Bucks, Essex, Hereford, Kent, Middlesex, Surrey, and Sussex, and also to take the examinations of witnesses in the courts of equity in Ireland for the above-mentioned districts.

Mr. William Thomas West, solicitor, of Market Deeping, Lincolnshire, has been appointed a Commissioner to administer oaths in Chancery.

Mr. Edwin Bedford, of Haberdasher's Hall, Gresham-street West, has been appointed a London Commissioner to administer oaths at Common Law.

Mr. Roby Liddington Thorpe, of Nottingham, has been appointed a Perpetual Commissioner for taking the acknowledgements of deeds by married women in and for the town and county of Nottingham.

GENERAL CORRESPONDENCE.

Ignoramus has not sent us his name and address.

The County Courts.

Sir,—"An Indignant Registrar" in last week's Journal thinks that because he disapproves of my letter, you ought not to have inserted it, and adds that because I pointed out a few shortcomings of a few registrars, I slandered the whole body. Further on he says the practices I described do not exist in the courts known to him, therefore 'they do not exist at all. This sort of reasoning differs very little from that of Pat, who, in answer to a number of witnesses who swore to having seen him commit the offence with which he was charged, offered to produce ten times as many witnesses who would swear that they *did not* see him commit the offence.

As your correspondent seems in a state of happy ignorance on the subject of touting, apparently supposing that it consists of nothing more than going "about to the shopkeepers to urge them to issue summonses," I will give him a recent experience of my own on the subject, just to show that touting takes various forms. A friend of mine who is town clerk of a small borough was recently ridiculing the mode in which registrars of county courts are paid. He said that a few days before the end of September, his friend, the registrar of the county court, called on him and said he was a few summonses short of the twenty-five which would entitle him to £5 extra salary; would the town clerk try and send him one or two as other friends had promised. "Well," said the town clerk to me, "there are more expensive ways of putting a £5 note into a friend's pocket—lending him the money for instance—and the thing was done." I suggested that the registrar might have issued a few dummy summonses, they would only cost a shilling each, and thus at a very small outlay he would have been independent of his friends. "Ah!" said my friend, "I don't suppose he thought of that." I could only say that I knew registrars who had a good deal more than "thought of that."

What does your correspondent mean by a "*small* extra fee under section 2." There is a charge of 4s. for entering up judgment. Now, as judgment had to be entered up before the Act of 1867, and that operation was paid for by the salary received by the registrar, this 4s. is, therefore, clearly paid to him for doing nothing. If the registrar really deserves the money, why not pay him out of the same fund that his salary comes from, instead of empowering him to wring it from the pockets of poor defendants.

An Old Hand.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 14.—The *Churchwardens Eligibility Bill* passed through committee.

March 17.—The *Ecclesiastical Courts Bill*.—The second reading was postponed till after Easter, when the bishops would be able to attend.

The *Naturalization Bill*.—Report. Lord Westbury's proviso,—that any person who by reason of his having been born within the dominions of her Majesty is a natural born subject, and who at the time of his birth became by the law of any foreign State a subject of such State, and is still a subject thereof, may, if of full age and not under any legal disability, make a declaration of alienage, and thereupon shall cease to be a British subject—was added to clause 3. The omission of clause 8 (cancelling certificates of naturalization or repatriation) was also agreed to.

Lord Houghton thought the good working of the bill rested with ourselves and not on the co-operation of any foreign Power, and the less action taken in the matter by the Foreign-office the better.

The report was then received.

HOUSE OF COMMONS.

March 11.—*Secret Service Money*.—Mr. Winterbotham and Mr. Henderson called attention to the following statement said to have been made by Lord Romilly in the House of Lords:—"No body of persons were so incompetent to perform judicial functions as committees of the House of Commons. Shortly after he had the honour of a seat on the bench, an eminent railway company having got into a dispute, he had to take the accounts in the Court of Chancery, when he found the item of £10,000 for secret service money paid to members of Parliament. Of course, he disallowed the item, but he was assured that the expenditure had been necessary. Now, the scandal occasioned by the discussion of such a question in court was a serious evil."

Mr. Gladstone read the following extract from a letter from Lord Romilly to himself:—"I stated to the House of Lords that when the case came before me in court I stated my misbelief of any such sum having been paid, and I disallowed the item, but that I mentioned the circumstance in order to show the scandal that arose from the present system of private legislation." Putting together the remoteness of the date and the learned Judge's disbelief of the allegation, he did not feel it his duty to take any proceedings in the matter.

The *Vacancy on the Scotch Bench*.—In reply to Mr. Craufurd, Mr. Gladstone said something must be done in the matter, because the court of session was overcharged with business; but as it would not do to bring down a judge of the inner court, although that court was not so fully occupied, the Government proposed to fill up the vacancy, subject to the condition that the person taking the office should abide by any rules and regulations Parliament might think fit to enact with reference to the arrangement of business.

The *Irish Land Bill*.—Adjourned debate on the second reading.—Mr. W. H. Gregory, though alive to many faults in the bill, shrank from delaying its progress.—Lord Elcho while pronouncing it good, on the whole, for Ireland, denounced its leading provisions as flagrant violations of political economy against landowners.—Sir Colman O'Loghlen thought it not perfect, but a fair compromise.—Mr. Chaplin thought it an objectionable piece of interference.—Mr. Cogan said it would confer immense benefits on the Irish tenant.—Mr. Downing said it would not

satisfy them.—Mr. Disraeli, in the course of an amusing speech on most things except the bill, thought the interference justifiable. The Ulster custom could not and should not be defined. The advances for purchasers were objectionable. The proposed litigation machinery was ridiculous. He assented to the second reading, but did not approve the bill *in toto*, it being complicated, clumsy, and heterogeneous. —Mr. Gladstone having replied, the second reading was carried by a majority of 442 to 11, and the committee fixed for the 21st.

March 14.—*Encumbered Estates Court (Ireland).*—In reply to Mr. Wingfield Baker, Mr. Chichester Fortescue saw no reason for suspending sales till the Irish Land Bill should become law.

Dismissal of Captain Coote from the High Shrievalty of Co. Monahan.—Viscount Crichton moved a resolution that this was an unconstitutional act, and calculated to impede the performance of public duty. Negatived by a majority of 193 to 113.

The *Elementary Education Bill.*—Debate on the second reading. Adjourned.

City of London Brokers.—Mr. W. Fowler introduced a bill to relieve the brokers of the city of London from the supervision of the Court of the Mayor and Aldermen of the city.

March 15.—The *Elementary Education Bill.*—Adjourned debate on the second reading. Adjourned again.

March 16.—The *Game Laws Amendment Bill.*—After some debate, the bill was withdrawn.

The *Ballot Bill.*—Mr. Leatham moved the second reading. After rehearsing the customary arguments, he urged that the Bribery Laws were wholly powerless. The election judges only buoyed out the course for the lawbreakers. The ballot was the only remedy.—The Marquis of Hartington said the Government would not oppose the second reading, but this was on the understanding that the next stage would be postponed till they could consider the report now presented by the committee of last session.—Mr. Hardy thought this a good plan.—Mr. Liddell thought secret voting was cowardly.—Mr. Bernal Osborne's experience convinced him that it was necessary.—Mr. Torrens' colonial experience convinced him also.—Sir G. Grey said the report had convinced him that the disadvantages would be outweighed by the advantages.—After some further discussion the debate was adjourned till May 3.

The *Registration of Voters Bill* was, on the motion of Mr. H. R. Brand, referred to a select committee "to inquire into the laws affecting the registration of Parliamentary voters in counties in England and Wales.

March 17.—*The Peace Preservation (Ireland) Bill.*—Mr. Chichester Fortescue introduced this bill. After reviewing the annals of agrarian crime in Ireland, which rendered such a measure expedient, he said the outrages had been more numerous and violent in the past year. He thought the executive had done all it could. He classed the provisions of the bill under three heads, according as they applied to districts proclaimed under the Act, to districts specially proclaimed by the Lord Lieutenant for the purposes of the Act, and to the whole of Ireland. As to the first the exemption given by the possession of a game licence from the arms clauses of the Peace Preservation Act was to be abolished; a special licence would be required for the possession of revolvers, and the punishment for noncompliance would range from two years with hard labour to one year without. There would be powers to search for arms and for documents connected with threatening letters, by night as well as day, and no arms or ammunition were to be sold except to persons licensed to carry arms. Magistrates would have power to examine persons on oath and commit them for refusing to give evidence even where no one had been charged with an offence, and they would also have a discretion, which they did not now possess, vested in them to refuse bail. As to the second districts, persons found by the police out at night under suspicious circumstances might be taken before a magistrate, and if they could not give a satisfactory account of themselves they would be liable to be imprisoned for six months. Strangers also might be so dealt with and committed to gaol until they found security for good conduct. The Executive would have power to close publichouses after sunset, and also, on application to the Queen's Bench, to change the *venue* for any trial coming out of one of these proclaimed districts. In dealing with a certain class of offenders an option would be given to magistrates either to send them to trial or to commit summarily for not more than six months. Thirdly, in the whole of Ireland every sale of arms and ammunition must be registered, and grand juries, subject to the usual sanction, would be empowered to assess on any district or area compensation for the victim of any outrage, or his relatives. The most important provision gives the Lord Lieutenant power to seize the plant, &c., of any newspaper preaching treason and sedition, with this safeguard, that any person aggrieved may bring an action against the Crown, and recover damages if the Crown did not prove the newspaper to be of a seditious character.—Sir F. Heygate approved the policy of the bill and regretted that the same firm tone had not been adopted a year ago. He doubted whether grand juries should be trusted with the entire assessment of damages, and believing that a few honest convictions would do more than anything else to maintain the law, he suggested that the verdict of nine jurymen should be taken at criminal trials.—Mr. Conolly thought the bill inadequate for the occasion. He and his brother magistrates would be answerable for the peace of his county if the Habeas Corpus Act were suspended.—Sir P. O'Brien, Mr. Callan, and Mr. Downing, on the other hand, said such large powers should not be given to the magistracy unless it were first purged.—Mr. Gladstone said the bill would be read a second time on Monday, and pressed forward with speed. The point as to grand juries could be considered in committee; taking the verdict of a majority of the jury would cast an undeserved stigma on Irish juries. Any change ought to be of a permanent character and part of a general scheme. He gave expression to his deep regret at having to suspend the progress of the Land Bill for this measure.—Mr. Dowse recapitulated the main features of the bill, and leave was given to bring it in.

Gas and Water Facilities.—Mr. Shaw Lefevre introduced a Bill to facilitate, in certain cases, the obtaining of powers for the construction of gas and waterworks, and for the supply of gas and water.

Railways (Powers and Construction) Amendment.—Mr. Shaw Lefevre introduced a Bill to amend the Railway Companies Powers Act (1864) and the Railway Construction Facilities Act (1864).

Mortgage Debenture Act (1865) *Amendment.*—Mr. West introduced a bill.

Pawnbroking.—In committee of the House, Mr. Plimsoll introduced a bill to amend the laws relating to pawnbroking.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

United States Supreme Court.

Hepburn v. Griswold.

The Act of February 25, 1862, declaring that the notes whose issue it authorised should be a legal tender in payment of all debts—

Held to include existing as well as future debts, and on that account to be ultra vires *the powers limited to Congress by the Constitution.*

This was an appeal from the Court of Appeals of Kentucky.

The plaintiff in the court below sought to recover of the defendants a certain sum expressed on the face of a promissory note. The defendants insisted on their right, under the Act of February 25, 1862, to acquit themselves of their obligation by tendering in payment a sum nominally equal in the United States notes; but the note had been executed before the passage of the Act, and the plaintiff insisted on his right, under the Constitution, to be paid the amount due in gold and silver. The Court of Appeals held—

1. That the defendants were not relieved by the Act from the obligation assumed in the contract.

2. That the plaintiff could not be compelled by a judgment of the court to receive in payment a currency of a different nature and value from that which was in the contemplation of the parties when the contract was made.

The opinion of the Court was now delivered by

Chase, C.J.—The question presented for our determination by the record in this case, is whether or not the payee or assignee of a note made before the 25th of February, 1862, is obliged by law to accept in payment United States notes equal in nominal amount to the sum due, according

to its terms when tendered by the maker or other party bound to pay it. And this requires, in the first place, a construction of that clause of the first section of the Act of Congress passed on that day, which declares the United States notes, the issue of which was authorised by the statute, to be a legal tender in payment of debts.

The entire clause is in these words: "And such notes herein authorised shall be receivable in payment of all taxes, internal duties, excises, debts, and demands of every kind due to the United States, except duties on imports, and of all claims and demands against the United States of every kind whatsoever, except for interest upon bonds and notes, which shall be paid in coin; and shall also be lawful money and a legal tender in payment of all debts public and private, within the United States, except duties on imports and interest as aforesaid (12th United States Statutes, 345)." This clause has already received much consideration here, and this Court has held that, upon a sound construction, neither taxes imposed by State legislation (*Lane County* v. *Oregon*, 7 Wallace, 71), nor demands upon contracts which stipulate in terms for the payment or delivery of coin or bullion (*Bronson* v. *Rodes*, 7 Wallace, 299; *Butler* v. *Horwitz*, 7 Wallace, 258), are included by legislative intention under the description of debts public and private.

We are now to determine whether this description embraces debts contracted before as well as after the date of the Act. It is an established rule for the construction of statutes that the terms employed by the Legislature are not to receive an interpretation which conflicts with acknowledged principles of justice and equity, if another sense, consonant with those principles, can be given to them. But this rule cannot prevail where the intent is clear, except in the scarcely supposable case where a statute sets at naught the plainest precepts of morality and social obligation. Courts must give effect to the clearly ascertained legislative intent, if not repugnant to the fundamental law ordained in the Constitution. Applying the rule just stated to the Act under consideration, there appears to be strong reason for construing the word "debts" as having reference only to debts contracted subsequent to the enactment of the law; for no one will question that the United States notes, which the Act makes a legal tender in payment are essentially unlike in nature, and being irredeemable in coin, are necessarily unlike in value, to the lawful money intended by parties to contracts for the payment of money made before its passage.

Contracts for the payment of money made before the Act of 1862, had reference to coined money, and could not be discharged unless by consent otherwise than by tender of the sum due in coin. Every such contract, therefore, was in legal import a contract for the payment of coin. There is a well-known law of currency, that notes or promises to pay, unless made conveniently and promptly convertible into coin at the will of the holder, can never, except under unusual and abnormal conditions be at par in circulation with coin. It is an equally well-known law that depreciation of notes must increase with the increase of the quantity put in circulation, and the diminution of confidence in the ability or disposition to redeem. Their appreciation follows the reversal of these conditions. No act making them a legal tender can change materially the operation of these laws. Admitting, then, that prior contracts are within the intention of the Act, and assuming that the Act is warranted by the Constitution, it follows that the holder of a promissory note made before the Act, for a thousand dollars, payable, as we have just seen, according to the law and according to the intent of the parties, in coin, was required, when depreciation reached its lowest point, to accept in payment a thousand note dollars, although with a thousand coin dollars due under the contract he could have purchased on that day two thousand eight hundred and fifty such dollars. Now it certainly needs no argument to prove that an act compelling acceptance in satisfaction of any other than stipulated payment, alters arbitrarily the terms of the contract and impairs its obligation, in proportion to the inequality of the payment accepted under the constraint of the law to the payment due under the contract; nor does it need argument to prove that the practical operation of such an act is contrary to justice and equity. It follows that no construction which attributes such practical operation to an act of Congress, is to be favoured, or, indeed, to be admitted, if any other can be reconciled with the manifest intent of the Legislature. What, then, is that manifest intent? Are we at liberty upon a fair and reasonable construction of the Act, to say that Congress meant that the word "debts," used in the Act, should not include debts contracted prior to its passage?

In *Bronson* v. *Rodes* we held that this word as used in the statute does not include obligations created by express contracts for the payment of gold and silver, whether coined or in bullion. This conclusion rested, however, mainly on the terms of the Act, which not only allow, but require payments in coin by and to the Government, and may be fairly considered independently of considerations belonging to the law of contracts for the delivery of specified articles as sanctioning special private contracts for like payments, without which, indeed, the provisions relating to government payments could hardly have practical effect. This consideration, however, does not apply to the matter now before us. A strict and literal construction indeed would, as suggested by Mr. Justice Story, in respect to the same word used in the Constitution (1 Story on Constitution, sec. 921), limit the word "debts" to debts existing; and if this construction cannot be accepted, because the limitations sanctioned by it cannot be reconciled with the obvious scope and purpose of the Act, it is certainly conclusive against any interpretation which will exclude existing debts from its operation. The same conclusion results from the exception of interest on loans and duties on imports, from the effect of the legal-tender clause. This exception affords an irresistible implication, that no description of debts, whenever contracted, can be withdrawn from the effect of the Act, if not included within the terms or the reasonable intent of the exception. And it is worthy of observation, in this connection, that in all debates to which the Act gave occasion in Congress, no suggestion was ever made that the legal-tender clause did not apply as fully to contracts made before, as to contracts made after its passage. These considerations seem to us conclusive. We do not think ourselves at liberty, therefore, to say that Congress did not intend to make the notes authorised by it a legal tender in payment of debts contracted before the passage of the Act.

We are thus brought to the question whether Congress has power to make notes issued under its authority a legal tender in payment of debts which, when contracted, were payable by law in gold and silver coin. This Court always approaches the consideration of questions of this nature reluctantly, and its constant rule of decision has been, and is, that Acts of Congress must be regarded as constitutional unless clearly shown to be otherwise. But the Constitution is the fundamental law of the United States. By it the people have created a government, defined its powers, prescribed their limits, distributed them among the different departments, and directed in general the manner of their exercise. No department of the Government has any other powers than those thus delegated to it by the people. All the legislative power granted by the Constitution belongs to Congress; but it has no legislative power which is not thus granted. And the same observation is equally true in its application to the executive and judicial powers granted respectively to the President and the courts. All these powers differ in kind, but not in source or in limitation. They all arise from the Constitution and are limited by its terms.

It is the function of the judiciary to interpret and apply the law to cases between parties as they arise for judgment. It can only declare what the law is, and enforce, by proper process, the law thus declared. But, in ascertaining the respective rights of parties, it frequently becomes necessary to consult the Constitution; for there can be no law inconsistent with the fundamental law. No enactment not in pursuance of the authority conferred by it can create obligations or confer rights, for such is the express declaration of the Constitution itself, in these words:—

"The Constitution, and the laws of the United States which shall be *made in pursuance thereof*, and all treaties made, or which shall be made under the authority of the United States, shall be the supreme law of the land; and the judges of every State shall be bound thereby, anything in the constitution or laws of any State to the contrary notwithstanding."

Not every act of Congress, then, is to be regarded as the supreme law of the land; nor is it by every Act of Congress that the judges are bound. This character and this force belong only to such acts as "are made in pursuance of the Constitution." When, therefore, a case arises for judicial determination, and the decision depends on the alleged inconsistency of a legislative provision with the fundamental law, it is the plain duty of the Court to compare the Act with the

Constitution, and if the former cannot, upon a fair construction, be reconciled with the latter, to give effect to the Constitution rather than the statute. This seems so plain that it it impossible to make it plainer by argument; if it be otherwise the Constitution is not the supreme law. It is neither necessary nor useful in any case to inquire whether or not any Act of Congress was passed in pursuance of it; and the oath which every member of this Court is required to take, that he "will administer justice without respect to persons, and do equal right to the poor and the rich, and faithfully perform the duties incumbent upon him to the best of his ability and understanding, agreeably to the Constitution and laws of the United States," becomes an idle and unmeaning form.

The Government of the United States is one of limited powers, and no department possesses any authority not granted by the Constitution. It is not necessary, however, in order to prove the existence of a particular authority to show a particular and express grant. The design of the Constitution was to establish a government competent to take direction and administration of the affairs of a great nation, and at the same time to mark, by sufficiently definite lines, the sphere of its operations. To this end it was needful only to make express grants of general powers, coupled with a further grant of such incidental and auxiliary powers as might be required for the exercise of the powers expressly granted. These powers are necessarily extensive. It has been found, indeed, in the practical administration of the Government, that a very large part, if not the largest part, of its functions have been performed in the exercise of powers thus implied. But the extension of power by implication was regarded with an apprehension manifest in the terms by which the grant of incidental and auxiliary powers is made. All powers of this nature are included under the description of power to make all laws necessary and proper for carrying into execution the powers expressly granted to Congress or vested by the Constitution in the Government, or in any of its departments or officers. The same apprehension is equally apparent in the tenth article of the amendments, which declares that "the powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States or the people." We do not mean to say that either of these constitutional provisions is to be taken as restricting any exercise of power fairly warranted by legitimate derivation from one of the enumerated or express powers. The first was undoubtedly introduced to exclude all doubt in respect to the existence of implied powers, while the words "necessary and proper" were intended to have a "sense," to use the words of Mr. Justice Story, "at once admonitory and directory," and to require that the means used in the execution of an express power "should be *bonâ fide*, appropriate to the end" (2 Story on Constitution, p. 142, sec. 1253). The second provision was intended to have a like admonitory and directory sense, and to restrain the limited government established under the Constitution from the exercise of powers not clearly delegated or derived by just inference from powers so delegated.

There is not in the Constitution any express grant of legislative power to make any description of credit currency a legal tender in payment of debts.

Can this be done in the exercise of an implied power? The rule stated in *McCulloch* v. *The State of Maryland* (4 Wheaton, 421), has ever since been accepted as a correct exposition of the Constitution:—"Let the end be legitimate, let it be within the scope of the Constitution, and all means which are appropriate, which are plainly adapted to that end, which are not prohibited, but consistent with the letter and spirit of the Constitution, are constitutional." In another part of the same opinion, the practical application of this rule was thus illustrated:—"Should Congress, in the execution of its powers, adopt measures which are prohibited by the Constitution; or should Congress, under the pretext of executing its powers, pass laws for the accomplishment of objects not entrusted to the Government, it would be the painful duty of this tribunal, should a case requiring such a decision come before it, to say that such an Act was not the law of the land; but where the law is not prohibited, and is really calculated to effect any of the objects entrusted to the government, to undertake here to inquire into the degree of its necessity would be to pass the line which circumscribes the judicial department and treads on legislative ground."

It must be taken, then, as finally settled, so far as judicial decisions can settle anything, that the words "all laws necessary and proper for carrying into execution" powers expressly granted or vested, have in the Constitution a sense equivalent to that of the words, "laws not absolutely necessary indeed, but appropriate, plainly adapted to constitutional and legitimate ends—laws not prohibited, but consistent with the letter and spirit of the Constitution; laws really calculated to effect objects entrusted to the Government."

Is the clause which makes the United States notes a legal tender for debts contracted prior to its enactment a law of the description stated in the rule? It is not doubted that the power to establish a standard of value, by which all other values may be measured, or, in other words, to determine what shall be lawful money and a legal tender, is, in its nature and of necessity, a governmental power. It is in all countries exercised by the government. In the United States, so far as it relates to the precious metals, it is vested in Congress by the grant of the power to coin money. But can a power to impart these qualities to notes or promises to pay money when offered in discharge of pre-existing debts be derived from the coinage power, or from any other power expressly given?

It is certainly not the same power as the power to coin money, nor is it in any reasonable or satisfactory sense an appropriate or plainly adapted means to the exercise of that power; nor is there more reason for saying that it is implied in or incidental to the power to regulate the value of coined money of the United States or of foreign coins. Nor is the power to make notes a legal tender the same as the power to issue notes to be used as currency.

The States have always been held to possess the power to authorise and regulate the issue of bills for circulation by banks or individuals, subject, as has been lately determined, to the control of Congress, for the purpose of establishing and securing a national currency, and yet the States are expressly prohibited by the Constitution from making anything but gold and silver coin a legal tender. This seems decisive on the point that the power to issue notes and the power to make them a legal tender are not the same power, and that they have no necessary connection with each other.

But it has been maintained in argument that the power to make United States notes a legal tender in payment of all debts, is a means appropriately and plainly adapted to the execution of the power to carry on war, of the power to regulate commerce, and of the power to borrow money. Congress has power to declare and provide for carrying on war. Congress has, also, power to emit bills of credit, or circulating notes, receivable for government dues, and payable, so far, at least, as parties are willing to receive them, in discharge of government obligations. It will facilitate the use of such notes in disbursements, to make them a legal tender in payment of existing debts; therefore, Congress may make such notes a legal tender.

It is difficult to say to what express power the authority to make notes a legal tender in payment of pre-existing debts may not be upheld as incidental, upon the principles of this argument.

The argument proves too much. It carries the doctrine of implied powers very far beyond any extent hitherto given to it. It asserts that whatever in any degree promotes an end within the scope of a general power, whether in the correct sense of the word "appropriate" or not, may be done in the exercise of an implied power.

It is said that this is not a question for the Court deciding a cause, but for Congress exercising the power. But the admission of a legislative power to determine finally what powers have the described relation as means to the execution of other powers plainly granted, and then to exercise absolutely and without liability to question, in cases involving private rights, the powers thus determined to have that relation, would completely change the nature of American government. It would convert the Government which the people ordained as a government of limited powers into a government of unlimited powers. It would confuse the boundaries which separate the executive and judicial from the legislative authority. Undoubtedly, among means appropriate, plainly adapted, really calculated, the Legislature has unrestricted choice; but there can be no implied power to use means not within the description.

[After recounting the history of American paper currency the Court proceeded]

The history of the legislation under consideration is, that

it was upon the quality of receivability, and not upon the quality of legal tender, that reliance for circulation was originally placed; for the receivability clause appears to have been in the original draft of the bill, while the legal tender clause seems to have been introduced at a later stage of its progress. These facts certainly are not without weight as evidence that all the useful purposes of the notes would have been fully answered, without making them a legal tender for pre-existing debts. Now how far is the Government helped by this means? It cannot obtain new supplies or services at a cheaper rate, for no one will take the notes for more than they are worth at the time of the new contract. The price will rise in the ratio of the depreciation, and this is all that could happen if the notes were not made a legal tender. But it may be said that the depreciation will be less to him who takes them from the Government, if the Government will pledge to him its power to compel its creditors to receive them at par in payments. This is by no means certain.

If the quantity issued be excessive, and redemption uncertain and remote, great depreciation will take place. If, on the other hand, the quantity is only adequate to the demands of business, and confidence in early redemption is strong, the notes will circulate freely, whether made a legal tender or not; but if it be admitted that some increase of availability is derived from making the notes a legal tender under new contracts, it by no means follows that any appreciable advantage is gained by compelling creditors to receive them in satisfaction of pre-existing debts. And there is abundant evidence that whatever benefit is possible from that compulsion to some individuals, or to the Government, is far more than outweighed by the losses of property, the derangement of business, the fluctuations of currency and values, the increase of prices to the people and the Government, and the long train of evils which flow from the use of irredeemable paper-money. It is true that these evils are not to be attributed altogether to making it a legal tender, but this increases these evils. It certainly widens their extent and protracts their continuance.

We are unable to persuade ourselves that an expedient of this sort is an appropriate and plainly-adapted means for the execution of the power to declare and carry on war. If it adds nothing to the utility of the notes, it cannot be upheld as a means to the end in furtherance of which the notes are issued; nor can it, in our judgment, be upheld as such, if, while facilitating in some degree the circulation of the notes, it debases and injures the currency in its proper use to a much greater degree. And these considerations seem to us equally applicable to the powers to regulate commerce and to borrow money. Both powers necessarily involve the use of money by the people and by the Government; but neither, as we think, carries with it, as an appropriate and plainly-adapted means to its exercise, the power of making circulating notes a legal tender in payment of pre-existing debts.

But there is another view which seems to us decisive, to whatever express power the implied power in question may be referred. In the rule stated in *Bronson* v. *Rodes*, the words "appropriate, plainly adapted, really calculated," are qualified by the limitation that the means must not be prohibited, but consistent with the letter and spirit of the Constitution. Nothing so prohibited or inconsistent can be regarded as a means appropriate or plainly adapted or really calculated to any end. Let us inquire, then, first, whether making bills of credit a legal tender to the extent indicated is consistent with the spirit of the Constitution.

Among the great cardinal principles of that instrument, no one is more conspicuous or more venerable than the establishment of justice. And what was intended by the establishment of justice in the minds of the people who ordained it, is happily not a matter of disputation. It is not left to inference or conjecture, especially in its relations to contracts. When the Constitution was undergoing discussion in the Convention, the Congress of the Confederation was engaged in the consideration of the ordinance for the government of the territory northwest of the Ohio, and the only territory subject at that time to its regulation and control. By this ordinance certain fundamental articles of compact were established between the original States and the people and States of the territory, for the purpose, to use its own language, "of extending the fundamental principles of civil and religious liberty, whereon these republics" (the States united under the Confederation) "their laws and constitutions are erected." Among these fundamental principles was this: "And in the just preservation of rights and property it is understood and declared, that no law ought ever to be made, or have force in the said territory, that shall in any manner whatever interfere with or affect private contracts or engagements, *bonâ fide*, and without fraud, previously formed." The same principle found more condensed expression in that most valuable provision of the Constitution of the United State, ever recognised as an efficient safeguard against injustice, that "no State shall pass any law impairing the obligation of contracts." It is true that this prohibition is not applied in terms to the Government of the United States. Congress has express power to enact bankrupt laws, and we do not say that a law made in the execution of any other express power, which incidentally only impairs the obligation of a contract, can be held to be unconstitutional for that reason.

But we think it clear that those who framed and those who adopted the Constitution intended that the spirit of this prohibition should pervade the entire body of legislation, and that the justice which the Constitution was ordained to establish was not thought by them to be compatible with legislation of an opposite tendency. In other words, we cannot doubt that a law not made in pursuance of an express power, which necessarily, and in its direct operation impairs the obligation of contracts, is inconsistent with the spirit of the Constitution.

Another provision found in the fifth amendment must be considered in this connection. We refer to that which ordains that private property shall not be taken for public use without compensation. This provision is kindred in spirit to that which forbids legislation impairing the obligation of contracts; but, unlike that, it is addressed directly and solely to the national Government. It does not in terms prohibit legislation which appropriates the private property of one class of citizens to the use of another class; but if such property cannot be taken for the benefit of all without compensation, it is difficult to understand how it can be so taken for the benefit of a part without violating the spirit of the prohibition. But there is another provision in the same amendment which, in our judgment, cannot have its full and intended effect unless construed as a direct prohibition of the legislation which we have been considering. It is that which declares that no person shall be deprived of life, liberty, or property without due process of law. It is not doubted that all the provisions of this amendment operate directly in limitation and restraint of the legislative powers conferred by the Constitution.

The only question is, whether an act which compels all those who hold contracts for the payment of gold and silver money to accept in payment a currency of inferior value, deprives such persons of property without due process of law. Whatever may be the operation of such an act, due process of law makes no part of it. Does it deprive any person of property? A very large proportion of the property of civilised men exists in the form of contracts. Contracts in the United States stipulating prior to the Act under consideration, for the payment of money, were contracts to pay the sums specified in gold and silver coin; and it is beyond doubt that the holders of these contracts were and are as fully entitled to the protection of this constitutional provision as the holders of any other description of property.

But it may be said that the holders of no description of property are protected by it from legislation which incidentally only impairs its value. And it may be urged, in illustration, that the holders of stock in a turnpike, a bridge, or a manufacturing corporation, or an insurance company, or a bank, cannot invoke its protection against legislation, which, by authorising similar works or corporations, reduces its price in the market; but all this does not appear to meet the real difficulty. In the cases mentioned, the injury is purely contingent and incidental. In the case we are considering it is direct and inevitable. If, in the cases mentioned, the holders of the stock were required by law to convey it on demand to any one who should think fit to offer half its value for it, the analogy would be more obvious.

We are obliged to conclude that an act making mere promises to pay dollars a legal tender in payment of debts previously contracted, is not a means appropriate, plainly adapted, really calculated to carry into effect any express power vested in Congress, that such an act is inconsistent with the spirit of the Constitution, and that it is prohibited by the Constitution. We therefore, hold that the defendant in error was not bound to receive from the plaintiffs the

currency tendered to him in payment of their note made before the passage of the Act of February 25, 1862.

MILLER, SWAYNE, and DAVIS, JJ., dissented; their opinion was that the "legal tender" clause was an appropriate means for providing funds wherewith to prosecute the war, and that it did materially assist that end, and that it was not in conflict with the spirit of the Constitution. They considered that while States were expressly forbidden to pass laws impairing the obligation of contracts Congress, was under no such restriction.

OBITUARY.

MR. G. B. LENNARD.

George Barrett Lennard, Esq., barrister-at-law. died on the 4th March, at his residence, at Gipsy-hill, Norwood. Mr. Lennard was the third son of the late Sir Thomas Barrett Lennard, Bart., of Belhus, Essex, by his first wife, Dorothy, daughter of the late Sir John St. Aubyn, Bart. He was born on the 6th June, 1796, and was called to the Bar at the Inner Temple in February, 1822, practising as a conveyancer for many years. Mr. Lennard married, in 1820, Elizabeth, eldest daughter and co-heir of Edmund Prideaux, of Hexworthy, Cornwall, by which lady he had a son and three daughters. The deceased gentleman was an uncle of the present Sir Thomas Barrett Lennard, Bart., who married a daughter of the late Rev. Sir John Page Wood, a niece of the Lord Chancellor, and also of Mr. St. Aubyn Lennard, barrister-at-law, of the Inner Temple, now practising at Melbourne. His father, who died in 1857 at the advanced age of ninety-six years, was the testamentary heir of Lord Dacre, and was created a baronet in June, 1801.

MR. J. INGLESANT.

Mr. Joseph Inglesant, Barrister-at-Law, of Westfield House, Quorndon, Leicestershire, died suddenly on the 10th of March, at Woburn-place, Russell-square, London. He was called to the Bar at the Inner Temple in June, 1862, and was a member of the Norfolk Circuit, practising also at the Leicester borough and county sessions.

MR. H. KNAPTON.

Mr. Henry Knapton, B.A., formerly a special pleader, of Lincoln's-inn, died at Stoke Newington on the 8th of March, in the sixty-fifth year of his age.

MR. C. JEWISON.

The coronership for the liberty of the honour of Pontefract, in Yorkshire, has become vacant by the demise of Mr. Christopher Jewison, which took place at Rothwell on the 5th of March. The late Mr. Jewison, who had reached the advanced age of eighty-five years, was coroner of Pontefract for a period of fifty-three years, and is said to have been the oldest coroner in England.

SOCIETIES AND INSTITUTIONS

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

ON CHARGES BY AD VALOREM FOR MORTGAGES.*

The remuneration of attorneys has long been a subject matter of discussion, not only in our various law societies, but in almost every law organ now extant, and in this society we have had papers read viewing the subject from various standpoints; the question has not escaped the vigilant care of our committee on several occasions, and I notice that it stands first for consideration in the summons for our next monthly meeting.

The inadequacy of payment to an attorney is too notorious to dwell upon, for while people in other occupations are permitted to make their own charges and so keep pace with the expensive times in which we live,the attorney cannot do so, but is tied down to the ancient fee of the mark and the noble, which would go a long way half a century ago when rents, clothing, and provisions were very much less than they are now. An instance of this keeping pace with the times occurred to me in a small way lately in two tradesmen's bills; the one was charged, John Jones, plasterer, working at your house, seven shillings per day, and an assistant, four shillings per day; and the other, Thomas Styles, painter, six shillings and sixpence per day, and no doubt you can all recollect when two-thirds of such figures was thought ample wages.

But it is not my intention to enter intc the question of remuneration generally (the subject is too wide for me), but I have chosen a particular section of an attorney's labours on which to make a few remarks in respect of remuneration, or rather on the mode of charging for remuneration. I allude to the practice now gaining ground of charging for mortgages by a commission or per centage on the amount lent. I am induced to write upon this subject from the fact of several transactions of this character having lately come under my immediate notice; and the more I think about it the more improper I consider the practice to be. How can you fix a per centage for your charges without knowing the amount to be lent and the character of the title? The answer to the first of these objections will, of course, be—we charge our commission by a sliding scale; say for instance, under £500, £3 per cent.; under £1,000, 2½ per cent.; under £2,000, 2 per cent,; under £4,000, 1½ per cent., and so on; this per centage is ideal on my part, but may be pretty near the standard of some professional gentlemen. But this does not meet the exigency of the case without knowing the character of the title. The whole philosophy of the thing proceeds on the idea of remuneration according to *trouble* and *risk*, and therefore the borrower of £2,000 on premises held under lease from Lord Derby (which we all know to be a printed lease on one skin and perhaps twenty folios long) ought not to incur so much expense as a borrower of £2,000 on a freehold title, the abstract of which is often very long, with deeds to be examined at two or three distant and wide-apart places (not an uncommon thing). In the one case the tariff would pay very well, but in the other case would not pay at all; or in the one case it might be a fearful overcharge, and in the other a case of fair remuneration. Take an illustration in my own office. A gentleman was lately offered two securities for some mortgage money, and he accepted them both. One was for £2,100 on a new lease for seventy-five years, which the borrower handed to me, and the expense of the mortgage deed amounted to under £15, or about 15s. per cent.; and the other was for £1,500 on freehold premises, abstract lengthy and a day's journey to examine the deeds at a distant town, and the expenses of this mortgage deed amounted to about £25, nearly £1 15s. per cent.

Look at the matter in another light, namely, attorneys having different notions of the value of their services, and consequently charging a different amount of commission for the same work. I know a party who borrowed £5,000 in Liverpool, and the charge was £1 per cent. or £50 and the stamps, and I know another party who borrowed £7,000 in Liverpool, and the charge was £2 per cent. or £140 and the stamps. I acted for both borrowers and perused the mortgage deeds, and I consider the trouble in each case was much the same, and that £30 amply paid each attorney, according to present recognised charges, allowing, however, an additional £10 for the £7,000 mortgage to cover the additional procuration fee and stamps. But a climax to this charging by commission will be found in a letter from an attorney in the country (who advertised money to lend), to an applicant in Liverpool. It runs as follows:—

Terms.—When the mortgagor is a man of substance and can procure some one to join him in a bond for the amount of the advance and interest:

To preparing conveyance and mortgage, including stamps, parchment, and fees for searching for judgments, &c.....£6 per cent.
For mortgage only, ditto, ditto, £5 per cent. then the security is risky and no bond given.
To preparing conveyance and mortgage, &c. .....£8 per cent.
For mortgage, &c.....£7 per cent.

This state of things necessarily places attorneys in unjust and dishonourable competition with each other and lowers the standard of the profession, and reduces the attorney to the level of a shopkeeper, who buys his goods in the lowest market and bargains for the largest discount for cash, and strives to screw out of his customers the largest profit he thinks they will be talked out of. I am not assuming a state of things that *may* come to pass, in suggest-

* A paper read at the Metropolitan and Provincial Law Association meeting on the 26th October, 1869, by Mr. R. A. Payne.

ing that a borrower (if charging by commission becomes a rule in the profession) will always find out the attorney who charges the lowest commission, and then try to drive a bargain with some other attorney whom he prefers, but I speak of a state of things that has come under my own knowledge; for instance, a client borrowed, unknown to me, £8,000 on freehold property. I had prepared his conveyance but could not lend him the £8,000, and he therefore applied to an estate agent for the loan, and without difficulty obtained it, and was afterwards introduced to the attorney of the intended mortgagee, and very early, and before the attorney knew anything of the character of the title, he informed the borrower the amount intended to be charged for the mortgage deed, namely £100. This figure very much astonished him, and he complained of the large sum the borrowing of the money would come to altogether, as he was to pay the estate agent his commission of one-half per cent., say £40, upon which the attorney said, well then we will call my charges £80. This showed the attorney was quite prepared to be bargained with, and thereby he put himself in a false position and the borrower would think but meanly of him. I have given the climax of charging by commission, and I cannot resist giving the climax of this unprofessional system of bargaining. I had two clients, and one of them (an executor) agreed to lend the other £40,000 on a very good security, the title to which consisted of a conveyance, not more than two skins, from an original owner, whose title in Liverpool is never inquired into. I was not the attorney for the mortgagee in this transaction, as the money came through an executorship which was in the hands of another attorney. The mortgagee approved of the goodness of the security, but referred me to Mr. A. as the attorney to prepare the mortgage deed—who, it will be observed, had nothing to do with the loan nor with the value of the property, but only to see that the mortgagor's title was good, and to prepare the mortgage deed. I waited on Mr. A. with my client, handed to him an abstract of the title, four sheets long, produced to him the title deed (with which he was quite satisfied) and asked him to prepare the mortgage. The money was half in a bank in Liverpool, and the other half was to come from abroad; so it was arranged that the mortgage was to be for £20,000, and for any further advance not exceeding in the whole £40,000. At this first interview the attorney spoke about his charges, and named £200; this amount greatly surprised the borrower, but the attorney insisted on it, on the ground of the great responsibility attached to so large a sum of money, and that he would have made large profits if his client had put the money out in several sums. The mortgagor argued that there was no responsibility, as he (the attorney) admitted the title to be good, and the mortgagee had approved of the value of the property, and had agreed to lend the money, so that Mr. A. had not even had the trouble of finding the money, or passing his judgment on the value of the security. After some further conversation it was finally amicably arranged that the borrower was to pay the attorney £100 for preparing the mortgage deed. In a short time the mortgagee informed the mortgagor that circumstances had occurred which prevented the £20,000 coming from abroad at present, and the result was that only £20,000 was lent, and the borrower executed the mortgage for that sum, and received the amount. Then followed a debit note from the attorney for the £100, upon which the mortgagor sent him a check for £50; this made him very wrathful, and he demanded the other £50 as per agreement, and threatened many things. This led to an interview between them, at which I was present, and the mortgagor well argued that, as the attorney was to have so large a sum as £100 because of the magnitude of the transaction, and the consequent great responsibility, he was fairly paid with £50, as he had only dealt with half the £40,000 (he might have added, and would have the benefit hereafter of putting out the £20,000 to come from abroad), and he (the borrower) would have to incur further expense in raising the other £20,000. The attorney did not see it in this light, and, to make an end of the dispute, suggested that his client (the mortgagee) should be asked to say whether he was not entitled to the full £100. The mortgagor agreed to this proposal, and the question was submitted to the mortgagee accordingly, whose judgment in writing was to the effect that if his attorney had received £50 for his services he was very well paid. This transaction would not elevate our profession in the eyes of either the mortgagor or the mortgagee.

There is only one more light in which I will ask you to consider this question, and that is the very lax way in which an attorney will be tempted to do his work when he is paid by commission. For instance, three certificates of burial are wanted to complete the title, but the attorney tells his conveyancing clerk not to mind them, as they can be obtained at any time, as the abstract shows when the parties died, and where buried. Or the attorney sees by the marginal notes that the abstract has been lately examined, with the deeds, by his friend, Mr. A. B., solicitor, and therefore risks that examination, and saves himself the trouble, and perhaps the expense, of a journey to two distant towns. These suggested omissions will supply my hearers with many similar ones that might be here added; and thus, from the absence of necessary documents, a mortgagee does not get as perfect a title as he ought to have at the hands of his solicitor; and the unfortunate mortgagor is put to the expense of obtaining all these things when the property comes to be sold, either by himself or the mortgagee, because they are not found with the mortgagee's deeds; and the previous circumstances, showing they ought to be there, having been paid for long ago, are all forgotten. Let me give you a case in point, as I have done in support of my previous remarks. I delivered an abstract of title to a Liverpool attorney, who had agreed to lend £4,000 on the property, and I remarked to his conveyancing clerk, who had the management of the business, that he would hardly require to examine the abstract with the deeds at several attorneys' offices in Liverpool and one in London, as he would see by the notes in the margin of the abstract that I myself had personally examined the abstract with all the deeds, and that very lately when I took up the title for the borrower. He replied something like this, "Of course I must see all the deeds, it is our duty to our client, and the amount is large and we are responsible;" but before our interview ended I made a remark that a new rule was adopted in his office as regarded the charges for mortgages (for the attorney had sent me a note to say that £1 per cent. and the stamps would be charged for the mortgage deed, though he knew nothing about the title). He inquired—What new rule? and I said, Of charging a per centage upon the amount lent; and he answered—Are you going to pay a per centage upon this mortgage money for our charges? and I said—Yes, for I have a note from Mr. B. to that effect; upon which he replied, "Oh! I am very glad to hear that, as it will save me a deal of trouble. Your examination of the deeds, Mr. Payne, I have no doubt is perfectly correct." And most likely he did not examine the abstract with the deeds, as I was not called upon, by the attorneys having possession of them, to pay for the production of them; and from what occurred afterwards, I can imagine that he did not even peruse the abstract.

This practice of charging by commission may be greatly abused as the following circumstance shows:—I was asked by an attorney, who knew I did not adopt the commission system, to lend his client a sum of money on mortgage. I agreed to do so. The title was good, the security approved, and the money was lent; and my account was paid by the attorney at the time of completion of the mortgage. But the attorney did not hand my bill of costs to his client, but charged him £2 per cent. as my charges, having previously told him, on transacting the loan, that the usual charge by a mortgagee's solicitor was £2 per cent. on the amount lent.

And now, what is my conclusion of the whole matter? It is this, that attorneys are inadequately remunerated for their labour; and I shall be glad to assist in any reasonable course to obtain a much better payment for their services. But, for the reasons set forth in this paper, I cannot think that a capricious charge by commission for mortgages, and in some offices for conveyances also, can be upheld, nor is it an honourable way for an attorney to obtain his remuneration, though I admit its great convenience to both attorney and client.

LAW STUDENTS DEBATING SOCIETY.

At a meeting of this society held on Tuesday, the 15th inst., Mr. Widdows in the chair, Mr. L. Hunter, the present secretary, was elected to the office of treasurer, vacant by the resignation of Mr. Herbert; and Mr. A. G. Harvie was appointed auditor, in lieu of Mr. Byrne, resigned. The question for discussion was No. 449 legal—"A., an insurance company, is purchased by and amalgamated with B., another insurance company. After the transfer A. is not wound up.

Can original policyholders of A. enforce the claims under their policies against the shareholders of that company, who have not passed into and become shareholders of B.?" The debate was opened by Mr. Appleton, for Mr. Hargreaves, in the affirmative, and after a discussion, in which 12 members took part, the society decided the question in the affirmative by a majority of 12 to 5. The number of members present was 23.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

The thirty-third annual general meeting of the shareholders of this society was held on the 8th inst., at the offices, Fleet-street, Sir Thos. Tilson in the chair.

The actuary and manager (Mr. E. A. Newton) read the advertisement convening the meeting.

The report, which was taken as read, stated that the new assurances effected under 152 policies amounted to £298,275, securing a new premium income of £10,791 18s. 9d., of which amount £1,660 2s. 9d. was paid away for the reassurance of £52,300 with other offices, leaving £9,131 16s. as the net new premium income secured on £245,975, the risk retained by the society. The premium income of the year amounted to £131,158 5s. 7d., and that of 1868 amounted to £127,268 9s. 5d. The sum paid under eighty claims was £101,978. Of this amount £88,078 received bonus additions of £23,333 7s., being at the rate of twenty-seven per cent. In 1868 the claims amounted to £82,715, under eighty-four claims. The total number of claims during the last three years had not exceeded four-fifths of that provided for by the society's tables; while the total amount paid had not exceeded two-thirds of that provided for. The invested funds were at interest at the rate of £4 6s. 8d. per cent., free of income tax—a rate slightly higher than that of the preceding year.

The chairman proposed the adoption of the report and statement of accounts.

The motion, having been seconded, was carried.

Mr. Justice Montague Smith, C. Austin, Q.C., J. Leman, and E. L. Pemberton, Esqrs., were re-elected directors; and Sir W. H. Bodkin and W. Williams, Esq., were re-elected auditors.

LAW STUDENTS' JOURNAL.

INNS OF COURT GENERAL EXAMINATION.

TRINITY TERM, 1870.

The Council of Legal Education have approved of the following rules for the General Examination of the Students.

The attention of the students is requested to the following rules of the Inns of Court:—

"As an inducement, to students to propose themselves for examination, studentships and exhibitions shall be founded of fifty guineas per annum each and twenty-five guineas per annum each respectively, to continue for a period of three years, and one such studentship shall be conferred on the most distinguished student at each general examination, and one such exhibition shall be conferred on the student who obtains the second position; and further, the examiners shall select and certify the names of three other students who shall have passed the next best examinations; and the Inns of Court to which such students as aforesaid belong may, if desired, dispense with any terms, not exceeding two, that may remain to be kept by such students previously to their being called to the bar. Provided that the examiners shall not be obliged to confer or grant any studentship, exhibition, or certificate, unless they shall be of opinion that the examination of the students has been such as entitles them thereto."

"At every call to the bar those students who have passed a general examination, and either obtained a studentship, an exhibition, or a certificate of honour at such examination, shall take rank in seniority over all other students who shall be called on the same day."

"No student shall be eligible to be called to the bar who shall not have attended during one whole year the lectures and private classes of two of the readers, or have been a pupil during one whole year, or periods equal to one whole year, in the chambers of some barrister, certified special pleader, conveyancer, or draftsman in equity, or two or more of such persons, or have satisfactorily passed a general examination. Provided that students admitted before the first day of Hilary Term, 1864, shall have the option of qualifying themselves to be called to the bar, either under the 'Rules of the Inns of Court of Hilary Term, 1852,' or under these regulations."

"That not more than four terms under any circumstances be dispensed with in favour of students coming from India or the colonies, with a view to return to residence there, and that it is not expedient to dispense with any terms for such students except on the following conditions, viz.:—

"1. That students from India do satisfactorily pass an examination in Hindu and Mahommedan Law, the Indian Penal Code, the Code of Criminal Procedure, the Code of Civil Procedure, the Indian Succession Act, and in such other codes and acts as may from time to time become law in British India; and, in addition to such examination, do pass such examinations, and abide by all such rules and regulations as are now in force for students seeking a pass certificate, by examination, for call to the bar.

"2. That students from the colonies do pass such an examination as is required, and do abide by all such rules and regulations as are now in force, in order to obtain a certificate of honour.

"3. Provided that each of the four Inns of Court be at liberty to dispense with the above conditions in such very special circumstances as they may think fit, and that such circumstances be stated in the certificate of call to the bar given to every such student. The benchers of each inn, subject to the foregoing limitations, being guided, in the dispensation of terms, by the circumstances of each particular case."

RULES FOR THE EXAMINATION OF CANDIDATES FOR HONOURS OR CERTIFICATES, ENTITLING STUDENTS TO BE CALLED TO THE BAR.

An examination will be held in next Trinity Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's office of the Inn of Court to which he belongs, on or before Wednesday, the 18th day of May next, and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the bar.

The examination will commence on Wednesday, the 25th day of May next, and will be continued on the Thursday and Friday following, except as regards Hindu Law, &c., to be held on Saturday, May 28.

It will take place in the Hall of Lincoln's-inn, and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Wednesday morning, May 25, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Thursday morning, May 26, at ten, on Common Law; in the afternoon, at two, on the Law of Real Property, &c.

Friday morning, May 27, at ten, on Jurisprudence and the Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

Saturday morning, May 28, at ten, on Hindu and Mahommedan Law, and on the Laws in force in British India; in the afternoon, at two, a paper upon the foregoing subjects of Hindu Law, &c.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on the afternoons of Friday and Saturday there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the general examination.

The oral examination and printed questions will be founded

on the books below mentioned, regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the bar, the examiners will principally have regard to the general knowledge of law and jurisprudence which he has displayed.

A student may present himself at any number of examinations, until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate: provided that, if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven terms shall not be admitted to an examination for the studentship.

The reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's "History of the Middle Ages," chapter 8.
2. Hallam's "Constitutional History."
3. Broom's "Constitutional Law."
4. The chief statutes from the date of Magna Charta to that of the Union with Scotland.
5. The principal State trials of the Stuart period.

Candidates for pass certificates will be examined in 1 and 3 only, or in 2 and 3 only, at their option.

The reader on Equity proposes to examine in the following books:—

1. Haynes's "Outlines of Equity"; Smith's "Manual of Equity Jurisprudence" (last edition); Hunter's "Elementary View of the Proceedings in a suit in Equity" Part I (last edition).
2. The cases and notes contained in the first volume of White and Tudor's "Leading Cases." The "Act to amend the Law relating to future Judgments, Statutes, and Recognisances," 27 & 28 Vict. c. 112. The "Act to explain the Operation of an Act passed in the 17th and 18th years of Her present Majesty, c. 113, intituled 'An Act to amend the Law relating to the Administration of Deceased Persons,'" 30 & 31 Vict. c. 69. The "Act to remove Doubts as to the Power of Trustees, Executors, and Administrators to invest Trust Funds in certain Securities, and to declare and amend the Law relating to such Investments," 30 & 31 Vict. c. 132. The "Act to amend the Law relating to Sales of Reversions," 31 & 32 Vict. c. 4; and the "Act to Abolish the Distinction as to Priority of Payment which now exists between the Specialty and Simple Contract Debts of Deceased Persons," 32 & 33 Vict. c. 46. Mitford on "Pleadings in the Court of Chancery," Introduction, chapter 1, sections 1 and 2; chapter 1, section 3 (the first six pages); chapter 2, section 1; chapter 2, section 2, part 1 (the first three pages); chapter 2, section 2, part 2 (the first two pages); chapter 2, section 2, part 3; chapter 3.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours will be examined in the books mentioned in the two classes.

The reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the "Law of Real Property." Last edition.
2. "The Construction of Wills." Hawkins' Treatise on this subject, pp. 14—56.
3. "The Defective Execution of Powers." Sugden on "Powers," pp. 530—602. Eighth edition.
4. "Estates for Life;" *Lewis Bowle's case*, 11 Co. 79 b, and the notes to that case in Tudor's "Leading Cases in Real Property and Conveyancing," pp. 27—97. Second edition.
5. "Absolute and Defeasible Interests." Smith's Compendium of the "Law of Real and Personal Property," Vol. I., pp. 372—461. Fourth edition.

Candidates for the studentship, exhibition, or honours will be examined in all the above-mentioned books and subjects. Candidates for a pass certificate in those under heads 1, 2, and 3.

The reader on Jurisprudence, Civil and International Law proposes to examine in the following books and subjects:—

1. Justinian, "Institutes." B. III., with Notes of Sandars.
2. Lord Mackenzie—"Studies in Roman Law." (Edition 1862.) Part III., chapters 1, 2, 3, and 4, pp. 183—221. Part IV., chapters 7 and 8, pp. 271—292.
3. Justinian, "Digest." Lib. XIX. Tit. I. "De actionibus empti et venditi."
4. "Code Napoléon." Arts. 1582—1707.
5. Wheaton's "International Law. Part IV., chapter 1 (Edit. Lawrence or Dana). "Commencement of War and its Immediate Effects."
6. Maine's "Ancient Law." Lectures VI. and VII.

Candidates for honours will be examined in the whole of the above subjects, but candidates for a pass certificate will be examined in 1, 2, 5, and 6 only.

The reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. "The Ordinary Steps and Course of Pleading in an Action."
2. "The Law of Contracts," so far as treated in Smith's "Lectures on Contracts." (Last edition.) Lectures 2—5 inclusive.
3. "The Law of Torts." Broom's "Commentaries." (Fourth edition.) Book III.
4. "The Evidence to Support an Indictment for Simple Larceny." Archbold's "Criminal Pleading." (Sixteenth edition.) Pp. 290—318. "For Embezzlement." Ibid. pp. 409—417. "For False Pretences and Cheating." Ibid. pp. 434—446.

Candidates for the studentship, exhibition, or honours will be examined in the above subjects generally, and also in—

5. "The Law of Bailments," so far as regulated by the Common Law. *Coggs* v. *Bernard*, 1 Smith's "Leading Cases;" *Giblin* v. *McMullen*, 17 W. R. 445.
6. Byles on "Bills of Exchange." (Last edition.) Chapters 1, 2, 6—8 inclusive. Observations on Bills of Exchange and Promissory Notes, their form, and agreements intended to control their operations.
7. Taylor on "Evidence." (Last edition.) Part I., chapter 3. "The functions of the Judge as distinguished from those of the Jury." Part II., chapter 3. "The Burthen of Proof."

The reader on Hindu and Mahommedan Law, and the Laws in Force in British India, proposes to examine in the following books and subjects:—

HINDU LAW—

1. "Adoption."
2. "Stridhana, or Woman's Property."

Grady's "Hindu Law of Inheritance," chapter 2, pp. 17—62; chapter 8, pp. 117—218.

Sir Thomas Strange, chapter 4, pp. 73—106; chapter 10, pp. 237—253.

"On Judicature, and on the Commercial and Servile Classes, Manu's Institutes," chapter 9, pp. 194—227 (Third edition).

MAHOMMEDAN LAW—

Inheritance.

1. "Legal Sharers."
2. "Residuaries."
3. "Distant Kindred."

Grady's Mahommedan Law of Inheritance," pp. 28—57.

Sir W. H. Macnaghten's "Mahommedan Law" (same subjects).

Contracts.

1. "Sale."
2. "Debts and Securities."

Grady's "Mahommedan Law." Book II., pp. 159—170.

"Hedayah." Book XXXI. (Second edition. Title, "Ijara or Hire."

THE LAWS IN FORCE IN BRITISH INDIA.

"Intestacy and Testamentary Act." (Parts II. to VII. inclusive.)

"Penal Code." (Chapter 16.) Offences against Property.
(Chapter 17.) Offences against the Person.
"Criminal Procedure Code." (Chapters 2 and 12.)
Starling's "Penal and Procedure Code."
"Civil Procedure Code." (Chapter 3.)
Broughton's "Civil Procedure Code." (Pp. 51—136.)
Field's "Law of Evidence." (Pp. 4—59.)

By order of the Council,
EDWARD RYAN.
Chairman pro tem.

Council Chamber, Lincoln's Inn,
March 1, 1870.

TRINITY EDUCATIONAL TERM, 1870.

Prospectus of the Lectures to be delivered during the ensuing Educational Term by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

1. Extra-territorial Jurisdiction.
2. Extradition.
3. The Prerogative of the Crown relating to the Granting and Revocation of Charters.

With his private class the reader will go through the cases in Broom's "Constitutional Law," illustrating the "Relation of the subject to the Executive," and the "Relation of the Subject to Parliament." He will also go through the chief points in the Constitutional History of England from the Revolution of 1688 to the accession of George III.; Hallam's "Constitutional History" and May's "Constitutional History" will be the text-books principally used.

EQUITY.

The reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

1. On Charitable Trusts (continued).
2. On Superstitious and Illegal Trusts.
3. On Relief in Equity against Penalties and Forfeitures.
4. On the Doctrine of Equity concerning Mortgages.

An Advanced Course.

1. On Equitable Conversion (continued).
2. On Resulting Trusts (continued).
3. On Relief in Equity against Mistake.

In the elementary private class the subjects discussed will be—Relief in Equity against Breaches of Agreement, and against Waste.

In the advanced private class the lectures will comprehend—the Jurisdiction of Equity in Matters of Account and Partnership.

THE LAW OF REAL PROPERTY, &c.

The reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

1. On Conditions of Sale, and the Force and Construction of the Clauses usually introduced therein on the Sale by Auction of Freehold Lands in several Lots.
2. On an Agreement for the Sale of Real Estate, and the consequences thereof.
3. On Equitable Conversion.

Advanced Course.

On Wills.

In the elementary private classes the reader will continue his course of Real Property Law, using as a text-book Mr. Joshua Williams' "Principles of the Law of Real Property;" and in his advanced private classes he will take as his subjects for discussion, Title by Prescription and under the Statutes of Limitation, using as a text-book Mr. Brown's "Treatise on the Law of Limitation as to Real Property."

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The reader on Jurisprudence, Civil and International Law, proposes to deliver, during the ensuing Educational Term, six public lectures on the following subjects:—

1. A comparison of the Roman, English, and French System of Law relating to Husband and Wife.
2. The Patria Potestus of the Roman Law, compared with the Power of the Father over the Person and Property of his Child by the English and French Law respectively.
3. The History and Present State of International Law relating to Blockade.

The reader, in his private class, will continue the consideration of the Roman Law relating to Contract, and will commence with "Societas." He will use as text-books Sandars' "Institutes of Justinian," "Code Napoléon," and "Code de Commerce," and "Lindley on Partnership."

The reader, in his private class, will also continue the discussion of points of International Law relating to the "International Rights of States in their Hostile Relations," using the work of Wheaton as the text-book, and referring to the works of the principal modern Jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State Papers relating to the cases under discussion.

COMMON LAW.

The reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

1. The Office and Duties of Magistrates in relation to Criminal Charges.
2. Indictable Offences of Ordinary Occurrence.
3. The Law of Evidence as applied at Criminal Trials.

Advanced Course.

1. Criminal Procedure preliminary to Trial.
2. The Pleadings in Criminal Cases.
3. Proofs adducible at a Criminal Trial.

With his private classes the reader will consider in detail the above subjects, exemplify them by cases, and explain them by reference to the following books:—

Elementary Class—"Commentaries by Broom and Hadley," Vol. IV.; "Archbold's Criminal Pleading" (16th edition), by Bruce.

Advanced Class—"Taylor on Evidence" (last edition), and the books above mentioned.

LAWS IN FORCE IN BRITISH INDIA.

The reader on Hindu and Mahommedan Law, and the Laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz.:—

1. Introductory Lecture.
2. Intestacy and Testamentary Act.
3. To conclude the Subject.
4. The Civil Procedure Code.
5. The Code of Criminal Procedure.
6. The Penal Code.

In the private classes the reader will discuss minutely and in detail the subjects embraced in his public lectures.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, March 21, class A; Tuesday, March 22, class B; Wednesday, March 23, class C—4.30 to 6 p.m.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Friday, March 25, Lecture—6 to 7 p.m.

THE INNER TEMPLE.—We understand that the ceremony of opening the New Hall of the Inner Temple will be performed on Saturday, May 14th, by her Royal Highness the Princess Louise, accompanied by his Royal Highness Prince Christian.—*Times.*

GOOD NEWS.—Under this head the *Times* states:—"Mr. T. C. Anstey arrived at Bombay on the 12th February, and is stated to have received a large sum of money in the shape of retainers as soon as he came ashore." Mr. Chisholm Anstey was for many years a member of the Bombay Bar, to which he has now returned, and for a brief period acted as judge of the High Court there.

The Town Council of Sheffield have passed a resolution, praying the Lord Chancellor to appoint a stipendiary magistrate, at a salary of £1,000 per annum.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Mar. 18, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 93	Annuities, April, '85
Ditto for Account, April 93¼	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 4 p m
New 3 per Cent., 91¼	Ditto, £500, Do — 4 p m
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, — 4 p m
Do. 2¾ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 207½	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 113	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 99½ x d	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	113
Stock	Great Eastern Ordinary Stock	100	37⅜ x d
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	115½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	98
Stock	Great Western—Original	100	66½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	125⅝
Stock	London, Brighton, and South Coast	100	44½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	123½
Stock	London and South-Western	100	88½
Stock	Manchester, Sheffield, and Lincoln	100	52½
Stock	Metropolitan	100	80½
Stock	Midland	100	124½
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	118
Stock	North Staffordshire	100	60
Stock	South Devon	100	46
Stock	South-Eastern	100	75
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols have been rather dull this week, though somewhat less so at its close. The foreign market has been more buoyant. The railway market was firmest at the middle of the week; since then prices have been very irregular. There has been very much speculation lately in telegraph shares, and these investments have consequently declined in price.

SPECIAL FEES TO COUNSEL.—At the chambers of Vice-Chancellor James yesterday, in the winding-up case of the Albert Life Assurance Company, an application was made by Messrs. Lewis, Munns, & Co., as solicitors for the official liquidator, for an allowance of special fees to counsel in certain cases in which it was necessary that the official liquidator should be represented in the Court of Chancery. Fees of 50 guineas in a case had been given to Sir Roundell Palmer, and the Taxing Master had refused to allow them. The Chief Clerk (Mr. Bloxam) said he could not interfere in such a matter. A discretion as to fees to counsel was vested in a Taxing Master, and the present application was that he should take away that discretion. It certainly would not become him to interfere with the discretion which the Taxing Master had exercised in a winding-up case. Mr. Musgrave, who made the application, said the chief clerks in winding-up cases knew the matters in which counsel were engaged much better than the Taxing Masters. The Chief Clerk said the application could be made to the Judge, but he must decline to entertain it for the reason he had mentioned.—*Times.*

LANCASHIRE CORONERS.—An order of her Majesty in Council has been issued, dividing the Salford and Rochdale coroners' districts into three—to be called the Salford, Bolton, and Rochdale divisions—one to be assigned to each of the persons now holding the office of coroner within those districts. The coronership of the newly-formed Bolton division has been assigned to Mr. Edge, formerly deputy-coroner for the Salford Hundred. With reference to these arrangements the following motion will be brought forward at the annual session of the county magistrates, to be held at Preston on the 31st March:—"That the salaries hitherto paid to the coroners for the Salford and Rochdale districts, from the date of the appointment of the coroner for the new Bolton district until the next quinquennial revision, be apportioned thus: Mr. Price, Salford, £675; Mr. Molesworth, Rochdale, £410; and Mr. Edge, Bolton, £370.

A FEMALE JUSTICE OF THE PEACE.—We learn from the *Chicago Legal News* that Mrs. Amelia Hobbs has been elected justice of the peace in Jersey Landing township, Jersey county, Illinois. Mrs. Hobbs' opponent candidate, the *Chicago Legal News* adds, is too gallant to carry the contest to the length of objecting to the election on the ground of sex. At the date of this piece of news the result of the election had not yet been certified to the governor; we are therefore not in a position to say whether it will be confirmed.

Lord Fitzwalter has resigned the chairmanship of the East Kent Quarter Sessions.

ESTATE EXCHANGE REPORT.

AT THE MART.

March 16.—By Messrs. EDWIN FOX & BOUSFIELD.

Freehold house and shop, No. 12, The Hard, Portsea, let on lease at £130 per annum—Sold £1,800.

March 17.—By Mr. W. H. MOORE.

Leasehold house and shop, No. 6, Green-street, Leicester-square, let at £120 per annum, term 21 years from 1866 at £60 per annum—Sold £930.

Leasehold house, No. 31, St. Martin's-street, Leicester-square, let at £80 per annum, term 13 years from 1867 at £55 per annum—Sold £60.

Leasehold five houses, one with shop and stabling, Nos. 1 to 5, Braithwaite-place, Old Church-street, Paddington, let at rentals amounting to £158 per annum, term 77 years from 1844, at £26 per annum—Sold £1,150.

Leasehold residence, No. 38, Tonbridge-street, Euston-road, annual value £60, term 37 years from 1869 at £15 15s. per annum—Sold £395.

Leasehold residence, No. 6, Sussex-street, Pimlico, let at £80 per annum, term 63 years unexpired at £9 per annum—Sold £590.

AT GARRAWAY'S COFFEE HOUSE.

March 14.—By Mr. G. H. DURRANT.

Leasehold improved ground-rents amounting to £27 13s. per annum, secured on houses in Windsor-street, John-st, and Wenlock-road, Hoxton, term 24 years unexpired—Sold £315.

March 15.—By Mr. J. L. STACY.

Seven leasehold houses, Nos. 7 to 13, Acre-terrace, Wandsworth-road, term 64 years unexpired, at £5 10s. each per annum—Sold £105 to £120 each.

By Messrs. E. & H. LUMLEY.

Absolute reversion to £3,199 8s. 2d. Stock, payable on the death of a gentleman aged 79 years—Sold £2,020.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, No. 40, Wellington-road, St. John's-wood, let at £70 per annum, term 99 years from 1820, at a peppercorn—Sold £810.

Leasehold house, No. 21, Richmond-villas, Seven Sisters-road, Holloway, annual value £75, term 200 years from 1856, at £12 12s. per annum—Sold £600.

By Messrs. GLASIER & SONS.

Life interest of a gentleman who was born on the 15th of March, 1810, in £7,410 4s. 4d. New Three per Cent. Annuities—Sold £1,910.

Leasehold residence, known as Flora-cottage, No. 17, St. Paul's-road, Canonbury, let at £52 10s. per annum, term 66 years unexpired, at £18 per annum—Sold £540.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COPLAND—On March 9, the wife of John Copland, Esq., solicitor Sheerness, of a daughter.

GIFFARD—On March 14, at 8, Kent-terrace, Regent's-park, N.W., the wife of Henry Alexander Giffard, Esq., of a son.

LAXTON—On March 15, at Stamford, the wife of Thomas Laxton, solicitor, of a daughter.

SHARPE—On March 13, at 36, Queensborough-terrace, Hyde-park, the wife of Joseph Sharpe, Esq., barrister-at-law, of a daughter.

STEPHEN—On March 14, at Leeds, the wife of James Stephen, Esq., barrister-at-law, of a daughter.

MARRIAGES.

BARBER-SIDEBOTHAM—On Tuesday, March 8, by special licence, at St. James's Church, Upper Bangor, Henry Barber, of Penrallt, Bangor, solicitor, to Annie Lydia Sidebotham, of Brynymor, Bangor, second daughter of the late James Sidebotham, of Chorlton-on-Medlock.

JARVIS—REEVES—On March 10, at St. Matthew's, Bayswater, Thomas Charles Jarvis, LL.B., of the Middle Temple, barrister-at-law, to Emily Frances Smythe, second daughter of John Frederic Reeves, Esq., solicitor, of Monmouth-road, Bayswater.

DEATHS.

DIXON—On March 16, at 59, Warwick-gardens, Henry Hall Dixon, barrister-at-law, aged 47.

GORDON—On March 11, at 20, Regent-terrace, Edinburgh, James Gordon, Esq., Writer to the Signet.

INGLESANT—On March 10, at 18, Woburn-place, Russell-square, suddenly, Joseph Inglesant, Esq., barrister-at-law, of the Inner Temple, and of Quorndon, Leicestershire.

SINNOCK—On March 7, at Hailsham, Fanny, the wife of Mr. H. C. Sinnock, solicitor, aged 57.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, March 11, 1870.

LIMITED IN CHANCERY.

Burnley Spinning and Weaving Company (Limited). The Master of the Rolls has fixed March 21 at 11, at his chambers, for the appointment of an official liquidator.

General Company for the Promotion of Land Credit (Limited). Lord Justice Giffard has, by an order dated Feb 26, ordered that the above Company be wound up. Baxter & Co, Victoria-street, Westminster, solicitors for the Company.

Paraguassu Steam Tramroad Company (Limited).—Vice-Chancellor James has, by an order dated Feb 16, appointed Henry Threlkeld Edwards, of 1, Tokenhouse-yard, to be official liquidator. Creditors resident in the United Kingdom and within the jurisdiction of this Court, are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Henry Threlkeld Edwards. Tuesday, April 19, at 12, is appointed for hearing and adjudicating upon the debts and claims. Creditors resident out of the jurisdiction of this Court, are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Threlkeld Edwards. Friday, July 19, at 12, is appointed for hearing and adjudicating upon the debts and claims.

STANNARIES OF CORNWALL.

Hallenbeagle and East Downs Mining Company.—Petition for winding up, presented Feb 25, directed to be heard before the Vice-Warden, at the College Hall, Exeter, on Saturday, March 26, at 10.30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before March 23, and notice thereof must at the same time be given to the petitioners, their solicitors or agents. Hodge & Co, Truro, solicitors for the petitioners; Gregory & Co, Bedford-row, Agents.

Trevenen and Tremenheere United Mining Company. — Petition for winding up, presented March 4, directed to be heard before the Vice-Warden, at the College Hall, Exeter, on Saturday, March 26, at 10.30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before March 23, and notice thereof must at the same time be given to the petitioners, their solicitors or agents. Hodge & Co, Truro, solicitors for the petitioners; Gregory & Co, Bedford-row, Agents.

TUESDAY, March 15, 1870.

UNLIMITED IN CHANCERY.

Brampton and Longtown Railway Company.—Vice-Chancellor James has, by an order dated March 5, appointed Frederick Forster Buffan, of 15, Coleman-street, to be official liquidator. Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Forster Buffen, of 15, Coleman-st. Monday, April 11, at 1.30, is appointed for hearing and adjudicating upon the debts and claims.

Medical, Invalid, and General Life Assurance Society.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 16, Tokenhouse-yard. Thursday, April 28, at 12, is appointed for hearing and adjudidating upon the debts and claims.

LIMITED IN CHANCERY.

Aberystwith Promenade Pier Company (Limited).—Petition for winding up, presented March 12, directed to be heard before Vice-Chancellor Stuart on March 25. Paterson & Co, Chancery-lane, solicitors for the petitioner.

Monarch Insurance Company (Limited). Petition for winding up, presented March 7, directed to be heard before Vice-Chancellor Malins on March 25. Tucker, St. Swithin's-lane, solicitor for the petitioner.

Friendly Societies Dissolved.

TUESDAY, March 15, 1870.

Royal Naval Reserve Benefit Society, Her Majesty's Ship "Trincomalee," West Hartlepool, Durham. March 10.

Creditors under Estates in Chancery.

FRIDAY, March 11, 1870.

Last Day of Proof.

Bird, Richd, Ashcote, Northampton, Farmer. April 15. Bird v Harris, V.C. James. Stone, Leicester.

De La Warr, Hon. Eliz. Countess. April 9. West v West, M.R. Rankin & Co, South-sq, Gray's-inn.

Dyer, Geo, Crouch End, Hornsey, Esq. April 11. Jones v Baker, V.C. James. Folder, Lincoln's-inn-fields.

Halstead, Wm, sen, Worsthorn, Lancaster, Cotton Manufacturer. March 25. Thomas v Halstead, V.C. Malins. Chevallier, John-st, Bedford-row.

Norton, Peter, Soho-sq, Esq. April 6. Norton v Townsend, V.C. James. Campbell, Warwick-st, Regent-st.

Price, Jas, Lambeth-sq, Gent. April 18. Swan v Price, V.C. Malins.

Ridley, Hon. Henrietta Araminta Monck, St. George's-rd, Pimlico, Widow. April 4. Ridley v Keppel, V.C. James. Nelson, Laurence Pountney-lane.

Sword, Mary, Newcastle-upon-Tyne, Widow. April 5. Renshaw v Warnes, V.C. Malins. Daglish & Stewart, Newcastle-upon-Tyne.

TUESDAY, March 15, 1870.

Gray, Harriet, Rose-Cottage, Bow, Widow. April 30. Cave v Woodward, V.C. Stuart.

Harber, Geo, Woodal-pl, Brixton, Corn Dealer. April 16. Roffey v Harber, M.R. Low, Bread-st, Cheapside.

Kinchant, Job Hy, Park Hall, nr Oswestry, Salop, Esq. April 9. Shawe v Kinchant, M.R. Dixon, John-st, Bedford-row.

Ormond, Chas, Little Bytham, Lincoln, Farmer. April 18. George v Ormond, V.C. Stuart. Abbott & Co, New-inn, Strand.

Taylor, Wm Womersley, Bradford, York, Merchant. April 11. Saunders v Taylor, V.C. Malins. Taylor & Co, Bradford.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 11, 1870.

Alexander, Isaac, Hanover-st, Islington, Lighterman. April 16. Wilkins, King's-arms-yard.

Andrew, Rev Chas, Hemsworth, Yorks. May 1. Clough, Huddersfield.

Ashton, Jas, Speke, Lancashire, Farmer. April 14. Laces & Co, Lpool.

Bedingfeld, Charles Richard, Rider-st, Esq. April 9. Norris & Sons, Bedford-row.

Beetles, Charles, St Ives, Huntingdon, Woolstapler. April 6. Watts, St Ives.

Biss, Eliz, Welton-upon-Wye, Bridstow, Hereford, Widow, April 8. Davies, Ross.

Calamy, Rev Michael, Exeter, Devon, Unitarian Minister. April 16. Pope, Gray's-inn-sq.

Cording, John, Finchley, Gent. June 1. Hammond, Furnival's-inn.

Craighead, Wm Livingstone, St Paul's-rd, Canonbury, Gent. May 5. Smith & Co, Aldermanbury.

Endicott, John, Little Saffron-hill, Holborn, Optician. May 1. Scudamore, Gt Queen-st, Westminster.

Goulder, Robert, Blofield, Norfolk, Yeoman. April 30. Hotson & Furness, Long Stratton.

Grossmith, Chas, High-st, Kensington, Licensed Victualler. May 9. Tatton, Lower Phillimore-pl, Kensington.

Harris, Langley Hilton, Furnival's-inn, Solicitor. May 1. Bothamleys & Freeman, Coleman-st.

Lunt, Wm, Bootle, Lancashire, Licensed Victualler. May 1. Deane & Bankes, Lpool.

McCormick, Michael, Hartford-pl, Drury-lane, Accountant. May 1. Venn, New-inn, Strand.

Moxon, Thos, Copthall-ct, Stockbroker. April 20. Roberts & Simpson, Moorgate-st.

Oddie, Hy Hoyle, St Alban's, Herts, Esq. April 11. Oddie, Lincoln's-inn-fields.

Parker, Thos Hy, Andover, Hants, Gent. April 30. Loscombe, Andover.

Parr, Thos, Grappenhall Heyes, Cheshire, Esq. July 6. Marsh & Co, Warrington.

Porter, John, Berkeley-gardens, Kensington, Lieut-Col. April 2. Blake, George-st, Croydon.

Rogers, Wm, Blackheath, Kent, Builder. April 30. Bannister & Robinson, Martin's-lane, Cannon-st.

Rood, John Yeoman, York-rd, King's-cross, Feather Bed Manufacturer. June 1. Hammond, Furnival's-inn.

Rowlandson, Rebecca, Warminster, Wilts, Widow. April 5. Wansey & Bowen, Moorgate-st.

Santos, Eliz Dias, Cambridge, Widow. April 18. Witham, Gray's-inn-sq.

Shield, Robert, Bredon, Worcester, Farmer. May 7. Badham & Brookes, Tewkesbury.

Skinner, Louisa, Egham, Surrey, Spinster. May 16. Burgoynes & Co, Oxford-st.

Steptoe, Hester Mary, David-st, Baker-st, Portman-sq. Widow. April 30. Nicholson, Lime-st.

Stevens, Sarah, Sydney-st, Chelsea, Spinster, April 10. Ratcliff & Son, St Michael's Alley, Cornhill.

Sutherland, Thos, Portsdown-rd, Maida-vale, Esq. April 30. Seal, Serjeants'-inn, Fleet-st.

Tarratt, Anne, The Fordhouse, Bushbury, Stafford, Spinster. June 1. Rutter & Co, Wolverhampton.

Taylor, Chas, Captain 48th Reg Madras Native Infantry. May 2. Clayton, Lancaster-pl, Strand.

Taylor, Fredk Gervis, Adelaide, South Australia, Chemist. May 2. Clayton, Lancaster-pl, Strand.

Taylor, Rev John, Totnes, Devon. May 2. Clayton, Lancaster-pl, Strand.

Taylor, Thos Hore, Totnes, Devon, Gent. May 2. Clayton, Lancaster-pl, Strand.

Weller, Thos, Croydon, Surrey, Watchmaker. March 31. Blake, George-st, Croydon.

Woodville, Isaac, Southport, Lancashire, Esq. April 5. Ellis & Co, Lpool.

TUESDAY, March 15, 1870.

Anderson, Jas John, Fan-ct. Miles-lane, Upper Thames-st, Chandler. March 31. Harris, Moorgate-st.

Booth, Tom, East Markham, Notts, Farmer. April 25. Marshall & Son, East Retford.

Brewster, Jas, Holly House, Turnham-green, Esq. June 1. Cole, Church-ct, Clements-lane.

Brown, Jane, Lpool, Widow. April 14. Morecroft, Lpool.

Brown, Geo, Lpool, Builder. April 14. Morecroft, Lpool.

Bushe, John, Albany, Piccadilly, Esq. April 30. Farrer & Co, Lincoln's-inn-fields.

Duckworth, Jenny, Blackburn, Lancashire, Spinster. April 10. Backhouse, Blackburn.

Gibbs, Moses, Upton Cheney, Gloucester, Farmer. April 3. Fox, Bristol.

Gower, Anna Sophia, London-wall, Machine Ruler. April 20. Smith & Son, Furnival's-inn.

Harrison, John Finningley, Gainsborough, Lincoln, Farmer. May 2. Oldham & Iveson, Gainsborough.

Heathcote, Fredk, Lady Wash Farm, Evam, Derby, Farmer. April 30. Johnson & Weatherall's, for Burdekin & Smith.

Hopkins, Richd Cull, Poole, Grocer. May 10. Aldridge & Harker, Poole.

Jenner, Richd, Jewin-cresent, Commercial Traveller. March 20. Lowndes, Adam-ct, Old Broad st.

Leader, Thos Woodcock, Lutterworth, Leicester, Maltster. May 12. Watson & Baxter, Lutterworth.
Limerick, Geo. Horton, Gloucester, Yeoman, April 25. Trenfield, Chipping Sodbury.
Mackillop, Jas, Grosvenor-sq, Esq. June 1. Vincent, Moorgate-st.
Matthews, Hy, Cumberland-st, Hackney-rd, Dairyman. April 15. Nash & Co, Suffolk-lane, Cannon-st.
Maylett, Wm, Clifton, Bristol, Lodging-house Keeper. March 30. Perham, Wrington, nr Bristol.
Miers, Capel, Church-rd, Upper Norwood, Esq. July 1. Uptons & Co Austin-friars.
Ouvry, Charlotte, Cambridge-ter, Hyde-park, Widow. April 16. Duncan & Murton, Southampton-st, Bloomsbury.
Perrott, Richd, Tollington-park, Hornsey-rd, Packer. June 1. Cole, Church-ct, Clement's-lane.
Sinclair, Georgina, Ventnor, Isle of Wight, Spinster. April 30. Whitakers & Woolbert, Lincoln's-inn-fields.
Skinner, Louisa, Egham, Surrey, Spinster. May 16. Burgoynes & Co, Oxford-st.
Stevens, Sophia Louisa, Grosvenor Hotel, Park-st, Grosvenor-sq, Widow. May 11. Coode & Co, Bedford-row.
Thomas, Hy, Melcombe Regis, Dorset, Esq. May 20. Swyer, Shaftesbury.
Tripp, Eliz, Bristol, Widow. May 31. Harley, Bristol.
Westminster, Most Hon Richard, Marquess of, Eaton Hall, nr Cheshire, K.G. May 31. Boodle & Partington, Davies-st, Berkeley-sq.
White, Robt Rowles, Dursley, Gloucester, Chemist. May 16. Vizard & Co. Dursley.
Wilson, Lindsay, John-st, Middlesex. May 15. Smith, Gray's-inn-sq.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 11, 1870.

Fry, Robt, & David Beatson, Fenchurch-st, East India Merchants. Dec 8. Inspectorship. Reg March 9.
Peedle, Geo, Lyme, Surrey, Farmer. Dec 15. Comp. Reg Dec 31.

Bankrupts.

FRIDAY, March 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baudeloque, Augustin Victor, Curtain-rd, Shoreditch, Walnut Veneer Importer. Pet March 7. Pepys. March 22 at 11.
Gammell, Jas, Chalk Farm-rd, Oilman. Pet March 9. Roche. March 21 at 11.
Thewes, Wm, Basinghall-st, Printer. Pet March 9. Pepys. March 23 at 12.

To Surrender in the Country.

Anthony, Chas Edwd, Gt Hadham, Hertford, Corn Merchant. Pet March 5. Spencer. Hertford, March 24 at 11.
Fletcher, Jas Wm, New Wandsworth, Surrey, Timber Merchant. Pet March 8. Willoughby. Wandsworth, March 25 at 10.
Foster, Wm, Kingston-upon-Hull, Oil Merchant. Pet March 7. Phillips. Kingston-upon-Hull, March 23 at 12.
Hart, Geo, Godalming, Surrey, Victualler. Pet March 5. White. Guildford, March 26 at 3.
Knott, John, Newton Wood, Cheshire, Cotton Spinner. Pet March 10. Hall. Ashton-under-Lyne, March 24 at 11.
Newbould, Jacob, Bradford, Yorks, Innkeeper. Pet March 5. Robinson. Bradford, March 22 at 9.
Parker, John, Scarborough, Yorks, Hotel Keeper. Pet March 8. Woodall. Scarborough, March 28 at 2.
Smith, Mary, Greenfield, Yorks, Woollen Manufacturer. Pet March 7. Tweedale. Oldham, March 24 at 11.
Spray, Hy, Gainsborough, Lincoln, Implement Maker. Pet March 4. Uppleby. Lincoln, March 23 at 12.
Thomas, John Stone, Cheadle, Stafford, Grocer. Pet March 9. Keary. Stoke-upon-Trent, March 24 at 1.
Tripp, Powell Saml, Manch, Smallware Agent. Pet Feb 23. Kay. Manch, March 24 at 10.
Wilson, Geo, Ramsgate, Kent, Builder. Pet March 7. Callaway. Canterbury, April 7 at 2.

TUESDAY, March 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Baker, Abraham, Acklam-rd, Portobello-rd, Westbourne Park, Builder. Pet March 10. Pepys. April 8 at 12.
Lavender, Benj Levi, Cross-st, Finsbury, Saddler. Pet March 10. Pepys. March 31 at 12.30.
Maver, Wm, Albert villas, Seven Sisters-rd, Holloway, Builder, Pet March 11. Hazlitt. March 28 at 12.
Milton, Geo, & John Milton, High-st, Aldgate, Tailors. Pet March 9. Brougham. March 25 at 12.30.
Rawkins, Jas, Holborn-hill, Hosier. Pet March 8. Brougham. March 25 at 2.30.

To Surrender in the Country.

Bennett, John, Stramshall, Stafford, Farmer. Pet March 10. Hubbersty. Burton-upon-Trent, March 28 at 10.
Burr, Hy, Maidstone, Kent, Plumber. Pet March 11. Scudamore. Maidstone, March 28 at 2.
Campbell, Saml, Toxteth Park, nr Lpool, Builder. Pet March 1. Hime. Lpool, March 28 at 11.
Chipman, Wm John, Marple, Cheshire, Cotton Waste Spinner. Pet March 11. Coppock. Stockport, March 25 at 12.
Dixon, Thos Danl, Leeds, Cloth Manufacturer. Pet March 12. Marshall. Leeds, March 31 at 11.
Elliott, Josias, & Fredk Chas Elliott, Devonport, Grocers. Pet March 11. Pearce. East Stonehouse, March 29 at 11.
Grimmer, Robt, Feltwell, Norfolk, Wheelwright. Pet March 10. Palmer. Norwich, March 24 at 12.
Narracott, Susan, Torquay, Devon, Lodging-house Keeper. Pet March 12. Daw. Exeter, March 26 at 10.
Phillips, John, Cauldon, Stafford, Limeburner. Pet March 11. Keary. Stoke-upon-Trent, March 26 at 1.
Scott, Gabriel, Redbridge, Hants, Bone and Chemical Manure Manufacturer. Pet March 10. Thorndike. Southampton, March 29 at 12.
Webster, Robt Bulkeley Orton, Kingston-upon-Thames, Milliner. Pet March 11. Bartrop. Kingston-upon-Thames, March 31 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, March 11, 1870.

Elliott, Jas Pallett, Tamworth, Warwick, Hosier. March 3.
Clark, Hy Boon, Whittlesford, Cambridge. March 4.

TUESDAY, March 15, 1870.

Atkins, Jas, Lpool, Stevedore. March 12.
Colliver, Geo Veale, Addiscombe, Surrey, Carpenter. March 7.
Gostick, Jesse, Princes-st, Cavendish-sq, Accountant. March 10.
Mallinson, Jas, Joseph Mallinson, & Thos Mallinson, Brighouse, Yorks, Pianoforte Manufacturer. March 12.